

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.  
★ **AUG 26 2022** ★  
**LONG ISLAND OFFICE**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

----- X

ERROL EBANKS

Plaintiff,

-against-

Gustavo Ruiz, Carlos Rivera, and Stream Auto Outlet

Defendants.

2:22 cv 02350 (JS) SIL  
[insert docket number  
and judge's initials]

PLAINTIFF'S  
AFFIDAVIT/AFFIRMATION  
IN OPPOSITION TO  
DEFENDANT'S MOTION

-----X

STATE OF NEW YORK)

                    KINGS      SS.  
COUNTY OF \_\_\_\_\_)

ERROL EBANKS

\_\_\_\_\_, affirms the following  
[your name]

under penalty of perjury:

or

being duly sworn, deposes and says:

1. I am the plaintiff in this action, and I respectfully submit this affidavit/affirmation in opposition to the motion dated JUNE 24,      , 2022, made by MILMAN LABUDA LAW GROUP PLLC  
[date of the motion] [name of moving party]
2. I have personal knowledge of facts which bear on this motion.

3. The motion should not be denied because Defendant motion is improper.

Plaintiff Errol Ebanks ("Ebanks") collectively referred to as the "Plaintiff" submits this opposition to defendant's motion in support of defendant's improper motion to dismiss defendant's motion to dismiss entirety which relief can be granted against defendant's Gustavo Ruiz ("Ruiz"), Carlos Rivera ("Rivera") and Stream Auto Outlet ("Stream").

### PRELIMINARY STATEMENT

Defendant pleads nothing more than neglecting the fact of the Auto Fraud, illegal business practices and misrepresentation. Defendant Carlos Rivera claims Errol Plaintiff failed to read the retail installment contract when he Carlos made Plaintiff Errol blindly sign a white E - signature box on his desktop computer telling him sign this last box after making him sign warranty papers in a rush. Then quickly moving the screen of the retail installment contract before disclosing the overall price, monthly payments and what was being signed exactly that wasn't seen on hand and at all. He then defendant Carlos quickly printed out the retail installment contract handing over the keys and contract in folder at closing time.

Defendant claims Plaintiff didn't like the deal after executing it and decided to not make payments which is **false** because there was no missed payments or upcoming payments yet. Plaintiff returned the car as soon as possible after going over the paper work and requested for a refund. Despite the wrong doing Plaintiff wanted his \$10,300 down payment which he was denied multiple times. Plaintiff mother called in for the refund on behalf of Errol and defendant agreed to take off thousands of dollars of the warranty that Errol didn't want to begin with which he was forced to get to get the car he wanted violating consumer right he has that he later discovered wasn't active as well after signing. Which the dealership claim warranty and a high down payment was required in order to get approved for the loan which he got approved for more than what the car is worth originally because of his good credit of 711. After investigating during the battle over the refund he Plaintiff discovered Ally Bank used to finance his car said all of those requirements wasn't needed in order to get the car as the bank said it is credit based. Defendant having control of what's being financed abused their power to profit off of add on warranty to the finance bill of the car that wasn't active for their financial gain resulting in Bank Fraud.

A copy Plaintiff Errol Ebanks credit score located in (Exhibit "D")

After contacting Consumer Affairs and the Attorney general it was said that they recommended that Plaintiff Errol take it to court.

Defendant claims Stream had agreed to reimburse Plaintiff for the down payment to resolve the complaint which is **false**. Defendant denied refund for Plaintiff Errol multiple times. Ally Bank had to reach out to them for a refund and discuss 3 way with Carlos and Errol about the issue. Ally Bank later called after to discuss 1 to 1 privately of the issue then later escalated the claim . It has went so far as to defendant Stream **falsely accusing** Plaintiff of abandoning the car. Which stream first claimed Errol left it there for service at their dealership lot to the bank they told Errol. Plaintiff later won the case against him due to **threatening emails** that they will put the car out on the street if plaintiff doesn't pick it up.

Defendant falsely claims that Plaintiff unjustifiably rejected their resolution then filed an instant action against them of \$8,000,000. When in Fact, there was never any resolution which had resorted to a lawsuit being filed into the next following Year later and not instantly as Plaintiff granted more than enough time to resolve the problem. After Plaintiff wrote a negative review Stream Auto Outlet was advised to not speak to plaintiff anymore about his refund.

## **FACTS**

Plaintiff filed a summons with notice and complaint in New York Supreme Court, Kings County on March 25, 2022. March 31, 2022 Defendants Carlos Rivera & Gustavo had been served at place of business at Stream Auto Outlet. On April 25, 2022 Defendants removed the Compliant to Federal Court due to the mention Bank Fraud under U.S Code Title 18 U.S.C 1344.

A copy Supreme Court Filing Document located in (**Exhibit "A"**)

The Plaintiff claims the nature of the actions as "Deceptive Auto Financing, Deceptive Auto Advertising , Bank Fraud under U.S Code Title U.S.C 1344, Breach Of Contract , Extortion , False Accusations , Emotional Distress, and Tax Evasions with damages of \$8,000,000. The allegations are clear entirely clear below in Documents.

Plaintiff alleges he did in fact desired to purchase a 2018 BMW & series ( the “Vehicle”) for which he view the car being advertised with a discounted price of \$46,986 with a market value of \$51,990. Defendant Rivera the ( Finance Manager ) in control of financing the cars with Plaintiff Errol’s information which he refers to as a sales person claims he negotiated the sale price which he did not. There wasn’t any negotiating the sales price or warranty when asked for the discounted price. Defendant Rivera & salesperson assistant Jeff assisting Rivera both told Plaintiff prices are different in person than online. Proving the fact of this **Deceptive Advertising** claim. **Under Section 43(a) of the Lanham Act**, a claim can be made against a defendant for false or misleading advertising.

A copy of the Deceptive Advertising false price located in ( **Exhibit “B”**)

Defendant claims Plaintiff concedes in complaint he signed a retail installment sales contract on July 2, 2021 for the sales of the vehicle and he was required to pay \$10,000 down payment. Plaintiff Denys these false claims that he never concedes to signing the retail installment contract and that he blindly signed the contract without it being disclosed of what he was signing. Defendant violated such law act in this case by doing so **15 U.S. Code § 7001 - General rule of validity** . & **Deceptive Auto Financing**.

A copy of Retail Installment Contact located in (**Exhibit “C”**)

- (1) a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form; and
- (2) a contract relating to such transaction may not be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.

Plaintiff was told by the Defendant Carlos he was required to pay \$10,000 down in order to get approved by the banks in order to receive the loan for car. Errol unknowing that the Bank is credit based and \$10,300 or money is not required for the approval mentioned by the bank. This known as a **Deceptive Financing & Bank Fraud** practice.

Errol also didn’t know they were trying to get him approved for more than the car value before even signing bogus warranty papers. These contract were said to be canceled when Plaintiff called if they were active. The Company that issued the warranty NSD WARRANTY said that they were canceled the same day Plaintiff got them financed. If so canceled dealer would pocket the remaining balance by pocketing that money. Defendant Carlos financing these documents at Stream Auto Outlet on behalf of Plaintiff to get him a car financed Defrauded the Ally Bank having them buy a contract to obtain money on canceled warranty add on products they made him pay for in his Retail Installment financing bill located **Exhibit “C” & Exhibit “D”**

Plaintiff claims this is also a **Breach Of Contract** due to contracts being financed under his name with parties involved whom financed it adding into his Retail Installment Contract wasn't active. The parties involved a breach of contract may be resolved among themselves or in a court of law which Stream Auto Outlet denied to do so for Plaintiff Errol refund.

A copy of Warranty Contract located in (**Exhibit "D"**)

Defendant mentioned The Retail Installment Contract included in the financing term, warranties, total sale prices after signing the financing and legally required truth and lending act disclosures. Defendant claims the retail installment contract signed by the Plaintiff was for a financing term of 75 - months for a total of \$101,392.00 inclusive of all taxes, interest, warranties and financing costs. And that the Plaintiff alleged of overpaying for the vehicle because Rivera did not disclose the price.

In fact, Plaintiff did to allege for overpaying for the car from the discount price not offered, to the warranty add on, and warranty that doesn't require a price, and a long term 75 month contracted recommended by Stream for a lower rate that resulted in paying double what the car is worth. Plaintiff was shown a break down of what the car was estimated out to be being confused and rushed with abbreviation unclear warranty break downs that was unfair. Plaintiff was charged any additional \$5467 for BMW EXTENDED WARRANTY that he never received documents for, that was charged to him taking advantage of his financing bill with the bank for their financial gain apart of their **Deceptive Auto Financing** Tactics to pocket Plaintiff \$10,000 deposit. If Defendant was to refund full amount of financing bill they would lose out on the money due to unnecessary charges and paying commission out to their broker that referred Plaintiff and any other miscellaneous expenses another reason they avoided and declined Plaintiff refund.

A copy of financing break down written by Carlos Rivera located in (**Exhibit "E"**)

Defendant states Plaintiff further alleged that he discovered on August 11, 2021 that sale of the vehicle Also included various warranties for which plaintiff claims that he did not agree despite him signing the retail -installment contract and warranty agreement which when itemized out evidence that plaintiff purchased the vehicle at the advertised price of \$47,290 exclusive of applicable fees, down payments, and warranties.

Plaintiff denies these claims because Defendant mentioned that they sold the car at the \$47,290 offering when they did not. This illegal act known as **Deceptive Auto Advertising & Financing** is what is as shown. Stream managed to make fees to reach their original price target of \$51,990 but came out to be \$51,980. Stream has manipulated fees to reach their target price misleading Plaintiff Errol. Fees mentioned “Discounted”, “Prep Destination”, After “1995 down” in reference to \$1995 down. The document would be invalid because mentioned below it states “This is not an offer or contract”.

A copy of Deceptive Auto Financing & Advertising manipulated adjustment fees located in (**Exhibit “F”**)

Defendant claims however, prior to August 11, 2021 that Plaintiff had attempted to unwind the retail installment contract both by defendant to try to return the vehicle and by contacting Ally Bank, the financial institution that provided lending to Plaintiff.

Defendant also mentions Plaintiff further attempted to obtain a return of his deposit, which he was not entitled to, by contacting the New York State Department of Consumer Affairs, who investigated and informed Plaintiff that Defendant had offered to return the deposit, less any taxes, title and fees that stream incurred as apart of the sale, which amounted to \$6,253.95.

Plaintiff denies the claims defendant argues. The Defendant tried to **extort** Plaintiff for money of the amount for \$6,253 to pay sales tax, the title and for \$50 a day and 25 cents per mile when they take the car back for more money to deduct away from the \$10,300 deposit in order to cancel the deal. Defendant mention Plaintiff signed a No Cooling Off period agreement signed but told Plaintiff he could bring back as long as 30 Days didn’t go by after receiving the Car mentioned in the office when signing and Carlos rushing the process in Defendant Carlos explanation of the No Cooling Off agreement. Defendant claims Plaintiff misconstrued the process that would have resulted in a return of the deposit paid to Plaintiff which is **false**.

Defendant demanded payment of more money of sales tax and a title and never was going to give a full refund deposit to the Plaintiff which was never mentioned clearly to Consumer Affairs as they declined the refund repeatedly to Plaintiff Errol. Plaintiff was not get the refund if his bad view was still up on google reviews which customer is entitled to leave a review on their experience. **Consumer Review Fairness Act (CRFA)** The Consumer Review Fairness Act of 2016 was enacted to protect customers from unjustified punishment and intimidation by businesses for posting honest reviews. Which defendant Carlos Rivera violated this consumer right of the consumer review fairness act. Located in (**Exhibit “H”**)

The **Used Car Lemon Law** states - State and local sales are refunded directly by the New York States Commissioner of Taxation and finance who will determine the appropriate amount to be refunded. The Dealer “Stream” violated this law by extorting and demanding sales tax back that they can get receive by filing for the refund to the state with a check by mail sent to them. The dealer misconstrued that process by not doing so and demanding the money from the customer. Dealer **violated consumer rights** by doing so. This practice doing so was claimed out to be a act of Tax Evasion for trying to hold off on Plaintiff deposit for sales tax and charging \$300 tax on Plaintiff deposit when deposits are not to be taxed and if so to be taxed has charged the wrong tax rate. Tax Evasion is the act of under-payment of taxes which isn’t show taxes paid in total of \$10,300. Only \$10,000 was shown on all documents of the the Retail installment contract and Vehicle invoice.

A copy of Consumer Affairs Messages , Gustavo Ruiz Message to Consumer Affairs , Contracts of Vehicle Invoice Sale Tax & Agreement signings , Bank Payment Receipt Invoice located in ( **Exhibit “H”**)

Defendant claimed Plaintiff further alleges he received numerous traffic summons after he left the vehicle in front of Streams physical location which that didn’t specify that it was place right in front on their lot. Defendant goes on to state that the Plaintiff attempted to unwind the retail installment contract and defendant “ caused damages in Plaintiff character causing false accusations that he abandoned the car. Plaintiff argues that The dealership Stream and defendant Gustavo Ruiz is the reason the summons of this **false accusation** against the plaintiff that resulted in a demand for money or possible jail time as abandoning a car is a serious illegal act when Plaintiff did not cause over the amount of 10 traffic tickets.

Defendant Gustavo Ruiz treated to put the car out on the street mentioned in his emails directly to Plaintiff Errol and mentioned in Consumer Affairs Messages located in ( **Exhibit “H”**) Plaintiff defeats the summons against him after proven not guilty.

A copy of Defendant Gustavo Ruiz email threats to remove car located in in ( **Exhibit “G”**)

Defendant states that the plaintiff does not, and cannot factually , allege that he made any payments to pursuant to the retail installment contract beyond the initial down payment. Plaintiff argues that he was advised not to make any payments on a car that he has returned.



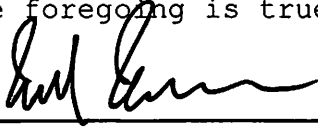
Plaintiff in fact alleges that he has suffered the following damages of his credit score , traveling costs due to no car losing the BMW 4 SERIES in the middle of no way to get to get in time to retrieve it in the middle of arguing for the refund, Emotional Distress for causes of action for breach contract , defendant taking advantage of , deceptive auto financing & deceptive auto advertising , tax evasion , extortion , bank fraud , violated consumer rights, bank fraud , false accusation , bank fraud under U.S. Code Title 18 U.S.C 1344. In claims of damages in the amount of \$8,000,000.00



I declare under penalty of perjury that the foregoing is true and correct.

Dated:

8/25/22

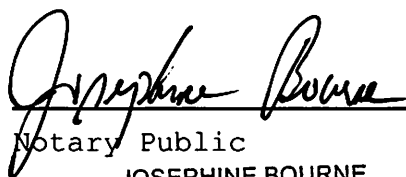
  
[signature]

Errol Ebanks  
[type or print name]

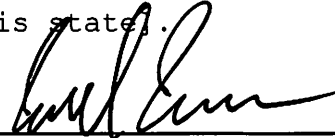
668 Fulton St  
Brooklyn NY  
Address

OR:

Sworn to me before this 25 day of August, 2022  
[sign before a licensed notary public of this state].

  
Notary Public

JOSEPHINE BOURNE  
Notary Public, State of New York  
No. 04BO6325374  
Qualified in Kings County  
Commission Expires May 16, 2023

  
[Signature]

Errol Ebanks  
[Type or print name]

# **EXHIBIT “A”**

INSTRUCTIONS: PRINT IN BLACK INK TO FILL IN THE SPACES NEXT TO THE INSTRUCTIONS. BOTH PAGES MUST BE COMPLETED. THIS SUMMONS CANNOT BE USED FOR DIVORCE ACTIONS.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X

ERROL EBANKS

[Your name(s)]

Plaintiff(s)

SUMMONS WITH NOTICE

Index No. 139/22

-against-

\_\_\_\_\_, 20\_\_\_\_\_  
PURCHASE DATE OF INDEX

GUSTAVO RUIZ, CARLOS RIVERA, STREAM AUTO OUTLET

[Name(s) of party being sued]

Defendant(s)

-----X

To the Person(s) Named as Defendant(s) above:

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to appear in this action by serving a notice of appearance on the plaintiff(s) at the address set forth below, and to do so within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the summons is not delivered personally to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to answer or appear, a judgment will be entered against you by default for the relief demanded below.

Dated: \_\_\_\_\_, 20\_\_\_\_\_  
[Date of summons]

ERROL EBANKS

[Your name(s)]

\_\_\_\_\_  
668 Fulton St, Brooklyn NY 11217

\_\_\_\_\_  
347 - 854 - 2939

[Your address(es) and telephone no.(s)]

2022 AUG 25 PM 3:27

Notice: The nature of this action is [briefly describe the nature of your case against the defendant(s), such as, breach of contract, negligence]: Deceptive Auto Financing , Deceptive Auto Advertising

Bank Fraud , Breach of Contract, Extortion , False Accusations , Emotional Distress , Tax Evasions.

The relief sought is [briefly describe the kind of relief you are asking for, such as, money damages of \$25,000]

Sueing for the relief in damages of \$8,000,000 for all that has been caused and damaged.

Should defendant(s) fail to appear herein, judgment will be entered by default for the sum of  
\$8,000,000 [amount of money demanded], with interest form the date of  
[date from which interest on the amount demanded is  
claimed] and the costs of this action.

Plaintiff(s) designate Kings County as the place of trial. The basis of this designation is [check box that applies]:

- Plaintiff(s) residence in Kings County  
Defendant(s) residence in Kings County  
Other [See CPLR Article 5]: \_\_\_\_\_

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS

ERROL EBANKS,

-against

GUSTAVO RUIZ

CARLOS RIVERA

STREAM AUTO OUTLET  
Plaintiff

Index NO. ~~700430/15~~ COMPLAINT

Defendant \_\_\_\_\_

TO THE SUPREME COURT OF THE STATE OF NEW YORK

The complaint of the plaintiff, ~~John Jones~~ *Errol Ebanks*, respectfully shows and alleges as follows:

1. The plaintiff herein, Errol Ebanks, is a resident of the State of New York. Mr. Jones resides at 668 Fulton St. Brooklyn New York 11217
2. The defendant herein, Gustavo Ruiz, has a principal place of business at 324 W Merrick Rd. Valley Stream New York 11580. Defendant is engaged in the business of Car Dealing Sales & Leasing.
3. Plaintiff Ebanks desired to have a BMW 7 SERIES 2018, pursuant finance manager Carlos Rivera to sell him the car. He and defendant discussed his reasoning and financing for this car.
4. On July 2, 2021, plaintiff and defendant entered into a written agreement. Pursuant Ebanks. plaintiff agreed to pay the sum of \$55,000 for the BMW 7 SERIES 2018 when it was being shown advertised for \$46,985 with a discount with a market value at \$51,990. Plaintiff was obligated to make a down payment of \$10,000 on July 2, 2021 for the BMW. The defendant agreed to sell the car with plaintiff's for the aforesaid price, and without the warranty add-on the Plaintiff didn't want.
5. Plaintiff was told by the defendant Carlos that he couldn't get approved for financing without a \$10,000 deposit and needed warranty to show Ally Bank to get approved which is a credit based bank and those requirements were false said by Ally Bank. Which the defendant also offered to make me paystubs anything to get approved which the Plaintiff denied any partake in that income fraud to a bank.
6. On July 4, 2021, plaintiff discovered that he over paid the price agreed price of the car because the defendant Carlos didn't disclose how much the car would be financed for having the Plaintiff unknowing E-Sign a blank signature section using DocuSign hiding the total cost of car moving the computer back in his direction once he got the signature.

7. Plaintiff had received a loan for \$67,107 for the BMW with a 10.19% interest rate on a 75 Month contracting totaling the car to be \$101,392 which he was not shown or told this which he noticed after leaving the dealer ending to pay double what the car was worth.
8. Defendant had charged over \$10,000 worth of warranty contracts that were canceled the same day to the Plaintiff that wasn't active for use at all therefore no need for the warranty breaching the agreement. Discovered on August 11, 2021
9. Plaintiff Ebanks requested a refund of the \$10,300 of his deposit that was taxed which deposits are not to be taxed. Defendant denied the request after bring to attention of the situation.
10. July 15, 2021 Plaintiff had called Ally Bank customer service & the under writers department & fraud department getting the run around every day until he can get help to cancel the fraudulent contract that was approved.
11. Ally Bank contract underwriter had contacted the defendant and the Plaintiff to speak about the situation together on a 3 Way call which the defendant quote said " its not like buying a video game which you can just return" which the defendant Carlos continued to make remarks to invalidate my statement , down play me anything to make me seem in the wrong.
12. Ally Bank wanted to speak to Plaintiff separately alone after explaining his self and had felt bad for how he was taken advantaged of. The Bank said that they would send someone out to speak to the dealer for me as well to resolve the issue. Which they continued to falsely accuse plaintiff of leaving the car there at the dealership for service which he indeed left it there to refund it along with the keys that were refunded on Gustavo & Carlos Desk.
13. July 16th , 2021 In the middle of the situation my \$30,000 BMW 4 SERIES went missing and I had no transportation to check on it as I was in the middle of going back and forth for my refund.
14. October . 11 2021 Plaintiff called STREAM AUTO OUTLET for refund and was told a lawyer would have to speak to him and they can no longer speak to the Plaintiff.
15. Plaintiff contacted Consumer Affairs & The District Attorney for help and with documents the dealer was given and the statements that were saying when they were contacted.
16. August 31, 2021 Carol Cusack from Consumer Affairs dealing with the case told plaintiff the defendant Gustavo Ruiz said Ebanks would have to pay back the sales tax of \$6253.95 back and title stated. Which the sales tax he could get back from the New York State Commissioner Of Taxation. Plaintiff is being extorted by keeping his down payment by making any reason for the defendant to keep the \$10,000 deposit and a additional \$6253.95 leaving Plaintiff with a \$16,253.95 lost.
17. August 4, 2021 Defendant Gustavo Ruiz emailed threats to put the car out on the street if Plaintiff Ebanks didn't come pick up the car. Plaintiff later down the line gets a summons for 10 tickets on the car when the car was left on the dealers lot. Plaintiff wasn't disclose what the tickets were for and location of the car during this period to collect many tickets. Defendant has caused damages in Plaintiff character causing false accusations that he has abandoned the car . expenses to travel to court.

18. Plaintiff won the case that the car was indeed not abandoned at all which was claimed after pleading not guilty.
19. Plaintiff out of the \$10,000 deposit . No car for travel , damages in credit score making it harder to receive a new car and lost of car caused Ebanks to spend over thousands of dollars on Uber & Lyft traveling cab service.
20. Plaintiff has been caused so much emotional distress at work causing me to lose out on over my on average income of \$83,000 - \$100,000 per month making he feel hopeless that nothing would get done and been stolen from.
21. October 26, 2021 Defendant post advertisement to sell the BMW 7 SERIES and has not returned selling it for more after of \$54,990 market value according to their website.
22. By reason, of the facts and circumstances stated above, defendant has breached the contract & has acted on deceptive auto financing & advertising fraud . Tax Evasion. Extortion & Bank Fraud under U.S Code Title 18 U.S.C 1344
23. By reason of the facts and circumstances stated above, plaintiff has been damaged by defendant in the sum of \$8,000,000. WHEREFORE, plaintiff demands judgement against defendant in the sum of \$8,000,000, plus interest from July 2, 2021, costs and disbursements, together with any other relief the Court finds to be just and proper.

Dated: March 25, 2022

VERIFICATION

Errol Ebanks { *Errol Ebanks* } Plaintiff

668 Fulton St Brooklyn, New York 11217

Errol Ebanks being duly sworn, deposes and says:

I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief as to those matters I believe them to be true.

Sworn to before me this 25th day of March 2022

William Brown Notary Public

Errol Ebanks { *Errol Ebanks* } Errol Ebanks { *Errol Ebanks* } Plaintiff





## Ally Direct Pay

## AUTHORIZATION FORM FOR AUTOMATIC PAYMENTS

We invite you to use our convenient Ally Direct Pay option which automatically transfers your designated payment amount from your financial institution (bank) to Ally when each payment is due. Each transaction is recorded as a deduction from your bank account and will appear on your bank statement. We, us, and our means the creditor named in your contract (identified below), the assignee of your contract, e.g., Ally Financial or Ally Bank, the servicer for your contract, and any successor institutions. You and your means each person signing the authorization below.

## INSTRUCTIONS:

1. Enter the date on your contract and the name of the dealer where you purchased/leased the vehicle.
2. Enter the name of your financial institution.
3. Enter the 9-digit ABA routing number of your financial institution. For checking accounts, this number can be found at the bottom of your personal checks. For savings accounts, please contact your financial institution for the correct number.
4. Select the type of account you are using, checking or savings, and enter your account number. If you are using a checking account, your account number is printed on your personal checks.
5. Read the authorization agreement, print and sign your name, and enter today's date.
6. If the checking/savings account requires a signature other than yours to transfer funds, print that name and obtain that person's signature.

1. Contract Date/Dealer Name: 07/02/2021 / STREAM AUTO OUTLET2. Financial Institution Name CAPITAL ONE3. ABA Routing Number 031176110

4. Please check one:

☒ Checking ☐ Savings\* Account Number 36070466336

\*Please contact your financial institution for assistance.

5. Authorization for Automatic Payments: ERROL E EBANKS

You authorize and request us to initiate electronic debit entries or use any other commercially accepted practice (including, without limitation, representation of any return entries) to debit your bank account as indicated above at the financial institution named above ("BANK"). You authorize and request BANK to honor the debit entries initiated by us and each debit entry to that bank account. This authorization relates to all payments required on your auto contract (identified above). It also covers changes in amounts and payments due because of additional agreements between you and us that relate to your auto contract identified above. This authorization will remain in effect until all amounts owed related to your auto contract are paid in full, or until you cancel this authorization. To cancel, you must notify us far enough in advance to give us and BANK a reasonable opportunity to act. You may revoke this authorization only in the manner specified in this authorization.

Customer Name ERROL E EBANKSSign: x [Signature] Today's Date: x 07/02/20216. Anyone else whose signature is required to withdraw funds from this checking/savings account must sign below:Other: N/A Today's Date: x N/A

Decline: I am not interested in signing up for Ally Direct Pay at this time.

Sign: x N/A Today's Date: x N/A

With Ally Direct Pay's automatic payment option, your monthly payment is automatically transferred from your checking or savings account to Ally. Ally does not charge for this service. This process eliminates the hassle and expense of writing and mailing a check every month. All you need is an active checking or savings account. Additionally, you may have access to your auto account status 24 hours a day through the Ally Auto Account Center on our website, ally.com, or through our automated voice response system by calling 1-888-925-ALLY(2559). Payments will be deducted from your checking/savings account each month on the due date. If your due date falls on a weekend or holiday, the funds will be withdrawn on the following business day. You will receive a letter of confirmation once Ally Direct Pay is activated. The letter will include the due date of the first payment that will be withdrawn. If you decide you want to stop or suspend this authorization, simply call us at 1-888-925-ALLY(2559) at least 3 business days before your due date and we'll tell you how.

Dealers: Submit completed forms with the contract package only.

NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES  
TRANSACTION RECEIPT

Transaction ID No. E043693312021



## TRANSACTION INFORMATION

NYS Photo ID Submitted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Dealer Issued Plate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		New Plate Number Issued KPG5077	Plate Number being Transferred N/A	VIN WBA7F2C52JG423863
Recording LIEN 1		LIEN Filing Code 10337			Co-Purchaser <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Different Owner <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Year 2018	Make BMW	Model N/A	Color1 BK	Color2 N/A	Title Brand USED	
Odometer Reading 0040708			Odometer Brand Actual Mileage		Seating Capacity 5	

## VEHICLE TRANSFER HISTORY

COO Review Required: ☐ Yes ☒ No

Seller	Purchaser	Selling Facility	Transfer Date	Document Type	Left NY State
STREAM AUTO OUTLET	ERROL E EBANKS	7125260	07 / 02 / 2021	EMV50	No
FINANCIAL SERV VEH	STREAM AUTO OUTLET		04 / 01 / 2021	NYST	No

Any change or Alteration voids this receipt

Customer copy

# **EXHIBIT “D”**



50 YEARS OF SERVICE

# Total Loss Protection Plan \$5,000 Benefit

Vehicle Registration ID # NRDE13051650

**CUSTOMER INFORMATION**

Customer / Borrower / Lessee		
ERROL	E EBANKS	
Address		
668 FULTON ST 1		
City / State / Zip		
BROOKLYN	NY	11217
Phone / Fax		
(347) 854-2939		

**DEALER INFORMATION**

Dealer / Lender / Lessor		
STREAM AUTO OUTLET		
Address		
324 W MERRICK AVE		
City / State / Zip		
VALLEY STREAM	NY	11580
Phone / Fax		
5164905459		

**VEHICLE DESCRIPTION**

Year 18	Make BMW	Model 750	Vehicle Identification Number WBA7F2C52JG423863
VEHICLE TYPE: AUTO		NEW or USED	Current Odometer Mileage
Vehicle Purchase Date 7/2/2021		MSRP/NADA Retail	Automobile Insurance Company KEMPER
Enrollment Charge \$2,895.00	Total Loss Guaranty Effective Date 7/2/2021 12:00:00	Term of Coverage (Months) : 60	

This Guaranty is valid only when all blank spaces are filled in completely.

This is not an insurance policy and does not afford any protection against bodily injury or property damage, nor does it fulfill the requirements of financial responsibility laws. This Total Loss Guaranty does not eliminate the need for an automobile insurance policy. You can make a claim directly to the Claims Processor at 888-272-5517.

*I/We have read this Total Loss Guaranty in its entirety and fully understand its content and acknowledge receipt of a copy thereof. I/We understand that this Total Loss Guaranty is not an insurance policy. I/We understand that this Total Loss Guaranty is not required in order to purchase or obtain financing for the Vehicle and that my acceptance of the coverage under this Agreement is voluntary.*

I ACCEPT THIS PROTECTION PLAN

I REJECT THIS PROTECTION PLAN

Customer Signature(s) \_\_\_\_\_ 7/2/2021 12:00:00  
Date

Customer Signature(s) \_\_\_\_\_ 7/2/2021 12:00:00  
Date

Dealer/Lender/Lessor Signature \_\_\_\_\_ Title

7/2/2021 12:00:00  
Date

**I. DEFINITIONS**

1. Dealer Credit shall mean the Guaranty as described below.
2. We, Us, Our, Company shall mean the dealer named above.
3. You, Your shall mean the Customer named in this Agreement.
4. Administrator shall mean Carco.
5. Theft Deterrent System shall mean a Factory installed or Dealer installed Theft Deterrent System, including but not limited to Vehicle Etching or Decals.
6. Total Loss shall mean a Total Loss of the Vehicle due to accidental occurrence or theft.
7. Vehicle shall mean the following: a motorized automobile or truck described in this Agreement, not to exceed 13,500 GVW, and with an N.A.D.A. retail value of seven thousand five hundred dollars (\$7,500) or greater at the time of sale.
8. Replacement Vehicle shall mean a Vehicle purchased or leased to replace the original Vehicle.
9. Authorized Dealer shall mean the licensed dealer named in this Agreement that has provided this Guaranty.
10. New Vehicle shall mean any Vehicle with less than six thousand (6,000) miles and no previous owner.
11. Used Vehicle shall mean any Vehicle with more than six thousand (6,000) miles and with an N.A.D.A. retail value of seven thousand five hundred dollars (\$7,500) or greater at the time of sale.

**II. GUARANTY**

If the Vehicle described herein has a properly installed Theft Deterrent System and is declared a Total Loss or unrecovered theft by Your primary physical damage insurance company within the Term of Coverage as described in this Agreement from the date of Vehicle purchase or lease, then subject to the conditions and limitations set forth herein, the Authorized Dealer guarantees the following:

- A. If the original Vehicle was a New Vehicle as of the date of Vehicle purchase or lease, the Authorized Dealer will provide You with a credit towards the purchase of a Replacement Vehicle in an amount up to ten percent (10%) of the original MSRP, not to exceed five thousand dollars (\$5,000), the minimum payment will be three thousand dollars (\$3,000).
- B. If the original Vehicle was a Used Vehicle as of the date of Vehicle purchase or lease, the Authorized Dealer will provide You with a credit toward the purchase of a Replacement Vehicle up to three thousand dollars (\$3,000) but not to exceed fifty percent (50%) of the N.A.D.A. Retail Official Used Car Guide value of the Vehicle as of the date of loss.

In the event You do not have theft/comprehensive physical damage insurance in effect at the time of Total Loss, verification of a Total Loss must be made, at Your expense, by an adjuster approved by the Company.

**III. CLAIMS**

Dealer Credit will only be available at the Authorized Dealer provided You report the Total Loss to law enforcement authorities within twenty four (24) hours of knowledge of the Total Loss, and the following is made available to the Company within sixty (60) days after the date of the Total Loss:

1. Your copy of this Guaranty;
2. A copy of the original Vehicle's and Replacement Vehicle's bill of sale;
3. A copy of the Police Report;
4. A copy of Replacement Vehicle's loan contract;
5. Verification from Your primary physical damage insurance carrier substantiating the date and cause of the Total Loss, and net loss amount, with proof of its payment, or if uninsured, verification of Total Loss by an adjuster approved by Us;
6. If You move more than one hundred fifty (150) miles from Your primary residence, You may go to a participating dealer and show a purchase order and sales receipt to get credit for a New Vehicle.

Failure to satisfy the foregoing requirements will serve to void this Total Loss Guaranty with respect to the Total Loss involved.

**IV. GUARANTY PERIOD**

The Guaranty begins on the date and time of Vehicle purchase or lease set forth in this Guaranty. This Guaranty expires at 12:01 AM after THE NUMBER OF MONTHS COVERED HEREIN from the date of Vehicle purchase or lease set forth in this Guaranty.

**V. GUARANTY LIMITATIONS**

1. The maximum limit of Total Loss liability under this Total Loss Guaranty is five thousand dollars (\$5,000).
2. No Total Loss Guaranty will be payable in the event such Total Loss Guaranty would totally eliminate any Authorized Dealer profit of Replacement Vehicle. In such event, a reduced amount will be paid.
3. Any loss other than Total Loss, and any loss due to any fraudulent, dishonest, illegal or criminal act by You, whether acting alone or in collusion with others, is specifically excluded.
4. This Total Loss Guaranty is for the sole benefit of the registered Customer shown on this Guaranty. The Guaranty may not be assigned or transferred to another person and is not renewable.
5. The Replacement Vehicle shall be an amount equal to or greater than the value of the original Vehicle.
6. Administrator requires the Guaranty holder to have comprehensive coverage on their Vehicle insuring at least one hundred percent (100%) of the ACV of the Vehicle.

**VI. EXCLUSIONS**

**THIS TOTAL LOSS GUARANTY ABSOLUTELY DOES NOT APPLY TO CLAIMS THAT ARE A RESULT OF:**

1. Total Loss or damage resulting from war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution, nuclear reaction, nuclear radiation or radioactive contamination;
2. Total Loss or damage resulting directly or indirectly from forgery or any dishonest, fraudulent or criminal act by You, whether acting alone or in collusion with others, or due to conversion, embezzlement or secretion by any person in lawful possession of the covered Vehicle;
3. The Total Loss Guaranty being sold in jurisdictions where its terms may be in conflict with state or federal law.
4. All claims that occur outside of the continental U.S. are excluded.

*This is not an insurance policy but the Administrator has purchased insurance from an A - rated carrier to protect Your interest. Should the dealer fail to respond within thirty (30) days You can make a claim directly to the Claims Processor at 888-684-9327.*

Technology Insurance Company, Inc.  
A Stock Company  
59 Maiden Lane, 43rd Floor

### Theft Deterrent Product Protection

#### Certificate

Under Master Policy # TIC-NSD-VPP-NY-040112  
Issued to  
Nation Safe Drivers  
800 Yamato Road, Suite 100  
Boca Raton, FL 33431

Certificate Effective Date:		Month	Day	Year
<b>GROUP MEMBER</b>		<b>DEALER</b>		<b>CODE#</b>
ERROL		EBANKS		STREAM AUTO OUTLET
Address		Address		117734
668 FULTON ST 1		324 W MERRICK AVE		
City	State	Zip	City	State
BROOKLYN	NY	11217	VALLEY STREAM	NY
Home Phone	Bus. Phone	Phone	Contact	
(347) 854-2939	() -	5164905459		
Year	Make	Model	VIN#	Mileage/Hours
18	BMW	750	WBA7F2C52JG423863	40708
<b>FINANCIAL AGREEMENT</b>		<b>LENDER/LESSOR</b>		
		ALLY		
Loan	Lease	Term (Months)	Vehicle Purchase Price	Address
FINANCE		60	\$65,000.00	PO BOX 8127
Etch Price	Vehicle Price	City	State	Zip
\$2,287.00		COCKEYSVILLE	MD	21030
<b>FOR INSURANCE COMPANY USE ONLY</b>				
Coverage Period: 5 years			Maximum Limit of Liability: \$25,000	

#### LOSS BENEFIT

In the event the Theft Deterrent Product (TDP) applied to or installed on the Covered Vehicle specified in this Certificate fails to prevent the Covered Vehicle from being stolen and such failure results in a Total Loss as described herein, We will pay the original selling dealer, as listed above, or an Authorized Dealer on Your behalf up to twenty five thousand dollars (\$25,000), towards Your purchase or lease of a Replacement Vehicle. The Loss Benefit payable to You shall be calculated as follows:

- Purchased Vehicle - The difference between Your Replacement Vehicle Cost and the amount You receive from Your Primary Automobile Insurance Carrier for the theft of Your Covered Vehicle; or
- Leased Vehicle - The total payment due the original selling dealer or an Authorized Dealer, where such payment will reduce Your Replacement Vehicle Cost to the amount necessary, to produce a Replacement Vehicle monthly lease payment and term (total number of monthly payments) which is identical to that of the original monthly lease payment and term for Your Covered Vehicle.


Our Maximum Limit of Liability or the maximum amount payable under this Certificate is twenty five thousand dollars (\$25,000).

#### DEFINITIONS


For the purpose of this Certificate the following terms shall mean:

- Administrator, Master Policyholder means the company listed above the application section of this Certificate who manufactures or distributes a TDP and administers this Certificate.
- Authorized Dealer means an automobile dealer appointed by the Administrator in certain circumstances where You cannot return to the original selling dealer as listed above to purchase or lease a Replacement Vehicle.
- Certificate means a document issued to You which specifies the definitions, exclusions, terms and conditions of the coverage.
- Certificate Effective Date means the date You purchased the TDP and the date this Certificate begins.
- Certificate Holder, You, Your means the purchaser of the Covered Vehicle as listed in the application section of this Certificate. It also means an individual who has purchased the Covered Vehicle from the original Certificate Holder and has formally transferred the Certificate by written request to the Administrator within fifteen (15) days.
- Coverage Period means the period of time that this Certificate shall be in effect from the Certificate Effective Date until the earlier of the expiration of the Coverage Period or until We have made a claim payment under this Certificate.
- Covered Vehicle means the four-wheeled personal passenger vehicle, van, pickup or a light truck or recreational vehicle, as listed in the application section of this Certificate which has had the TDP applied to or installed and for which You have paid a premium to the Administrator.
- Date of Loss means the date on which the theft of the Covered Vehicle occurred. If such date is not determinable, the Date of Loss shall either be the date established by the Primary Automobile Insurance Carrier or the date the theft was reported to the police, whichever is earlier.
- Policy Territory means the continental United States of America, its territories or possessions and Canada.
- Replacement Vehicle means the vehicle You purchase or lease under the terms of this Certificate as a replacement for Your Covered Vehicle. The Replacement Vehicle must be the same make and model with similar factory options as Your Covered Vehicle as of the Certificate Effective Date. The Replacement Vehicle must be the same number of model years old as Your stolen Covered Vehicle as of the Certificate Effective Date. (Example: If You purchase a 1993 vehicle in 1996 (a vehicle which is four (4) model years old) and it is stolen, deemed a Total Loss due to theft, and unrecovered in 1998, Your Replacement Vehicle will be a 1995 model year vehicle (a vehicle which is four (4) model years old). You must be the person who purchases or leases the Replacement Vehicle.
- Replacement Vehicle Cost means the sales price, or in the case of a leased vehicle, the gross capitalized cost, of Your Replacement Vehicle, not to exceed the Manufacturer's Suggested Retail Price (MSRP), plus sales tax, title, fees, and any O.E.M. equipment sold at the dealer level at time of purchase. If on the Certificate Effective Date Your Covered Vehicle is a used vehicle (a vehicle with an odometer of over twenty four thousand (24,000) miles or more than two (2) model years old, or registered or licensed to a previous purchaser), the Replacement Vehicle Cost shall be the retail value listed for Your Covered Vehicle in the National Automobile Dealers Association (NADA) Official Used Car Buying Guide published in the calendar quarter of the year that You obtain the Replacement Vehicle and shall cover the geographical region in which You obtain Your Replacement Vehicle.
- Total Loss means Your Primary Automobile Insurance Carrier has declared the Covered Vehicle a Total Loss as a direct result of theft.
- We, Us, Our means the Insurance Company issuing this Certificate and is listed above the application section of this Certificate.
- Stolen Vehicle means the Covered Vehicle shall be considered stolen for purposes of a Loss Benefit under this Certificate after the occurrence of the following: 1) You must have reported the theft within fifteen (15) days to the police having jurisdiction of the matter and to the Administrator named on the Certificate within forty five (45) days of the theft; 2) Thirty (30) days must have passed after the Date of Loss without the Covered Vehicle having been recovered or, if recovered, is declared a Total Loss by Your Primary Automobile Insurance Carrier, and 3) You must have comprehensive physical damage insurance in effect with a Primary Automobile Insurance Carrier and must receive an insurance claims settlement by reason of the un-recovered theft or declaration that Your Covered Vehicle is a constructive Total Loss.

IS PRODUCT DOES NOT AFFORD PROTECTION AGAINST BODILY INJURY OR PROPERTY DAMAGE, NOR DOES IT FULFILL THE ANCIAL RESPONSIBILITY LAWS. THIS PRODUCT DOES NOT ELIMINATE THE NEED FOR AN AUTOMOBILE INSURANCE POLICY.

  
of Certificate Holder Date

7/2/2021

  
Signature of Dealer Date

7/2/2021



#### TERMS AND CONDITIONS

- A) This Certificate applies only to a loss that occurs within the Policy Territory.
- B) The Coverage Period commences on the Certificate Effective Date and continues for five (5) years, unless otherwise terminated in accordance with this Certificate.
- C) You must purchase and maintain for the full Coverage Period of this Certificate, comprehensive physical damage insurance on the Covered Vehicle for limits at least equal to the actual cash value of the Covered Vehicle. Failure to do so will void this Certificate.
- D) Since the TDI<sup>®</sup> is permanently installed on the Covered Vehicle, this Certificate is noncancelable and nonrefundable.
- E) You may transfer this Certificate at the time You sell Your Covered Vehicle, by sending a written request to the Administrator within fifteen (15) days of the Covered Vehicle resale date. Copies of new registered title and bill of sale must accompany the transfer request.
- F) No Administrator will, except at that Administrator's own cost, voluntarily make a payment, assume an obligation, or incur any expense without Our consent.
- G) When We make a payment for a Loss Benefit under this Certificate for the Covered Vehicle, coverage under this Certificate will cease and will cause this Certificate to expire.

#### DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of loss:

1. Give the Administrator prompt notice of the loss. Include a description of the Covered Vehicle involved.
2. If requested, permit the Administrator to question You under oath, at such times as may be reasonably required, about any matter relating to this Certificate or Your claim, including Your books and records. In such event, Your answers must be signed.
3. Promptly send the Administrator any legal papers or notices received concerning the loss.
4. Cooperate with the Administrator in the investigation or settlement of the claim.

#### CLAIM REQUIREMENTS

You must report the theft of the Covered Vehicle to law enforcement authorities within twenty four (24) hours of knowledge of the theft. You must provide the following information to the Administrator within fifteen (15) days after the Date of Loss has been confirmed by the primary carrier to:

NIU of Florida, Inc., 800 Yamato Road, Suite 100, Boca Raton, FL 33431; (888) 684-9327

Documentation must include:

1. Copy of this Certificate;
2. Copy of police report evidencing the Covered Vehicle reported as stolen;
3. Copy of the original buyer's order for the Covered Vehicle;
4. Verification from Your Primary Automobile Insurance Carrier substantiating the date and cause of loss and a copy of the settlement check;
5. Copy of the purchase or lease agreement for the Replacement Vehicle; and
6. Dealer invoice or equivalent stating the factory options and accessories affixed to the Replacement Vehicle at the time of delivery.

Your claim cannot be processed until the Administrator has received all of the above in fully legible form. Upon receipt and validation of a Total Loss by the Administrator, a letter confirming the payable benefit will be sent to You and either the original dealer or Authorized Dealer which states payment will be made when proof of purchase and delivery of the Replacement Vehicle, is provided.

#### LOSS PAYMENT

We will pay or make good on any Total Loss covered under this Certificate within thirty (30) days after: (1) You have fully complied with all of the terms and conditions of this Certificate; and (2) You have provided the Administrator satisfactory documentation concerning the Total Loss; and (3) We reach an agreement with You.

#### EXCLUSIONS

We will not pay a Loss Benefit:

1. For any loss resulting directly or indirectly from any dishonest, fraudulent or criminal act by You and/or Your family members.
2. For any loss or damage resulting from war, whether or not declared, invasion, civil war, insurrection, rebellion, or revolution, nuclear radiation or radioactive contamination.
3. For any loss if no comprehensive physical damage coverage is in effect with a Primary Automobile Insurance Carrier on the Date of Loss.
4. For any loss resulting from theft occurring prior to the Certificate Effective Date.
5. For personal property located in or on the Covered Vehicle.
6. If Your Covered Vehicle is recovered within thirty (30) days of the Date of Loss and is not ruled a Total Loss by Your Primary Automobile Insurance Carrier.
7. For any loss when Your Primary Automobile Insurance Carrier has not paid or refuses to pay any monies for the theft of Your Covered Vehicle.
8. Where coverage is duplicated.
9. For any Total Loss when You do not provide notice to the Administrator within fifteen (15) days of the Date of Loss or provide necessary documentation to the Administrator within forty five (45) days from the Date of Loss.

#### SUBROGATION

In the event of any payment under this Certificate, We shall be subrogated to all Your rights of recovery therefore against any person or organization and You will cooperate in securing such rights. You shall do nothing after the Total Loss to prejudice such rights.

#### EXCESS INSURANCE:

Coverage under this Certificate is excess insurance over any other insurance or indemnity. Coverage shall not be treated as contributing with any other insurance or indemnity whether or not such insurance is collectible.

#### ARBITRATION

If We and You disagree on any respect of a provision of this Certificate, or a claim under this Certificate, the following provisions apply: 1) Either party may make a written demand for arbitration of the dispute; 2) The arbitration will be executed pursuant to the rules and procedures of the American Arbitration Association; 3) There shall be three (3) arbitrators. Each of us will select the one from the list of five or more candidates supplied by the American Arbitration Association. If the two (2) arbitrators cannot agree on an umpire, the final decision as to the selection of the umpire will be left to the American Arbitration Association; 4) Any findings of fact, or conclusion of law, or award, which are agreed upon by the umpire and one of the arbitrators will be binding; 5) Time limitations in the Claims Reporting and Settlement and Suit Conditions will be tolled from the date of a written arbitration demand until the issuing of any findings as described in (4) above; 6) In the case of an arbitration demand by Us, We will pay all cost and expenses of the proceedings, the umpires' fees and the fees of the other two (2) arbitrators. We will not pay legal fees, or consultant fees, incurred by You; 7) In the case of an arbitration proceeding demanded by You, We will share the cost and expenses of the proceedings and the fees of the umpire. Each of us will pay the fee of the arbitrator selected by ourselves.

#### EXAMINATION UNDER OATH:

The Administrator and You shall submit, and so far as is within his, her, or their power, shall cause all other persons interested in the loss and members of the household and employees to submit to examinations under oath by any persons named by Us, relative to any and all matters in connection with a claim. The Administrator and You shall produce all books of account, bills, invoices, and other vouchers or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by Us and shall permit extracts and copies thereof to be made.

#### LEGAL ACTION AGAINST US

No one may bring legal action against Us or the Administrator under this Certificate unless: 1) There has been full compliance with all of the terms of this Certificate; and 2) The action is brought within six (6) years after the loss.

#### CANCELLATION OF THE MASTER POLICY

In the event the master policy is cancelled and provided Your Certificate Effective Date is prior to the cancellation date of the master policy and Your premium has been submitted to Us, cancellation of the master policy shall not affect Our duties or rights, or the duties or rights of the Administrator, Master Policyholder.





# MOTOR CLUB

## KEY/REMOTE REPLACEMENT

Contract Number  
NRDE13051650

REGISTERED OWNER (CONSUMER) ERROL E EBANKS			AUTHORIZED DEALER (SELLER) STREAM AUTO OUTLET		Producer Code 117734
Address 668 FULTON ST 1			Address 324 W MERRICK AVE		
City BROOKLYN	State NY	Zip 11217	City VALLEY STREAM	State NY	Zip 11580
Home Phone (347) 854-2939		Bus. Phone ( ) -	Phone (516) 490-5459		Contact
Year 18	Make BMW	Model 750	VIN # WBA7F2C52JG423863	Mileage/Hours 40708	
EFFECTIVE DATE 7/2/2021		PRODUCER CODE 117734		LENDER/LESSOR	
TERM (in months): 84 Max. available term is eighty four (84) months.			Address		
RETAIL COST \$2,286.00		Vehicle Price \$65,000.00		City State	
Number of working Keys & Remotes provided at time of Vehicle delivery [MUST be a minimum of two (2) sets of working keys & remotes]? 2			PLAN: 2		

I/We have read this Agreement in its entirety and fully understand its content and acknowledge receipt of a copy thereof. I/We further understand that this Agreement is not required in order to lease, purchase, or obtain financing for the vehicle and that my acceptance of the coverage under this Agreement is voluntary. Additionally, I certify that I have received at least two (2) sets of working keys and remotes at the time of Vehicle purchase.

I ACCEPT THIS AGREEMENT

I REJECT THIS AGREEMENT

Consumer Signature (s) 7/2/2021 Date

Consumer Signature (s) 7/2/2021 Date

Dealer/Lender/Lessor Title Date

### BENEFITS

#### Key Replacement:

In the event Your Eligible Key/Remote is lost, stolen, or destroyed We will pay the Reasonable Repair Cost for a replacement key/remote for an amount not to exceed, four hundred dollars (\$400) per year for Plan 1 or eight hundred dollars (\$800) per year for Plan 2. Eligible Keys/Remotes are defined as the key(s)/remote(s) provided to You, received at the time of Vehicle purchase, including replacement keys/remotes that have been obtained subject to the terms of this Agreement. Valet keys, or other keys with limited functionality are excluded. IMPORTANT NOTE: FOR THE SAFETY AND SECURITY OF THE VEHICLE OWNER, ALL KEYS AND/OR REMOTES THAT ARE REPORTED LOST, STOLEN OR DESTROYED MUST BE DEPROGRAMMED BY THE APPROPRIATE FRANCHISE DEALER PRIOR TO REPLACEMENT.

#### 24-Hour Roadside Assistance - 1-866-330-0760

When in need of Roadside Assistance, Call 1-866-330-0760. Please reference Your Producer Code, Contract Number (located in the registration section of this form) and Plan letter "B." You will not be required to pay any additional fee or sum in addition to the contract fee when Your service is for a tow of up to fifteen (15) miles or other covered service listed below. You are entitled to one (1) free service within a seventy two (72) hour period. Covered services not obtained through Us are limited to a maximum reimbursement amount of fifty dollars (\$50).

- **Towing** - Up to fifteen (15) miles at no out of pocket expense to You. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by You directly to the service provider at the time of service.
- **Emergency Road Service** - Any available road service that is needed to get Your Vehicle running (i.e. hose replacement, tightening of cables or belts etc.) You are responsible for the actual cost of parts and/or supplies needed.
- **Essential Fluids or Supplies Delivery** - Including gasoline, water, oil, or any supplies necessary to send Your Vehicle on its way. You are responsible for the actual cost of fluid or supplies delivered.
- **Flat Tire Changes or Repairs** - Includes changing a flat tire with Your good spare.
- **Emergency Battery Service** - Includes tightening or cleaning of cables, jumpstarts, and minor adjustments to alternator.
- **Lockout Services** - We will send a locksmith if You are accidentally locked out of Your Vehicle. Access to passenger compartment only.

**Reimbursement Procedures:** If for any reason covered roadside services cannot be obtained by calling the toll-free number (1-866-330-0760) You may qualify for reimbursement of Your receipted roadside assistance expenses. For reimbursement consideration, send Your original paid receipts as soon as possible to NIU of Florida, Inc. at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431. Qualifying submissions will be reimbursed up to the maximum amount of fifty dollars (\$50).

**Concierge Benefits:**

You may contact Our Concierge center at 1-855-963-1683, and give the producer code number listed on the front of this Agreement, twenty four (24) hours a day / seven (7) days a week, to speak with a representative who will assist You with the following concierge services: a) emergency message relays to family friends or co-workers; b) hotel and rental car availability; c) ATM locations; d) locate medical facilities; e) theme park and local attraction information; f) restaurant locations; g) movie schedules and locations; h) directional assistance; i) traffic alerts; and j) sport scores. **Please Note:** Services provided are for informational purposes ONLY. You are responsible for making any/all payment arrangements and for setting up benefits that require additional billing, such as the actual cost of hotel rooms, rental cars, etc. Payment is to be made directly by You to the providers, vendors or establishments.

**Rental Car Discounts:**

You may access car rental discounts for: NATIONAL (1-877-222-9058 ID# XZ41148 PIN# NSD); THRIFTY (1-800-367-2277 ID # 0010027892); and ENTERPRISE (1-800-736-8222 ID# XZ41148 PIN# NSD)

**DEFINITIONS**

- **Agreement Holder, You, Your** means the individual(s) listed in the registration section of this Agreement.
- **We, Us, Our** means the Obligor.
- **Vehicle** means the vehicle listed in the registration section of this Agreement.
- **Selling Dealer** means the dealership listed in the registration section of this Agreement.
- **Reasonable Repair Cost** means the customary parts and labor costs required to complete the repair or replacement of the Covered Failure, which in no case shall exceed the Manufacturer's Suggested Retail Price (MSRP) for parts, labor and allowances as defined in the manufacturer's labor time guide or the nationally recognized parts and labor time guides. We reserve the right to use "like kind and quality" replacements for lost, stolen, or destroyed keys/remotes.
- **Covered Failure** means the Eligible Key/Remote that has been lost, stolen, or destroyed. The absence of a key/remote at the time of Vehicle delivery does not constitute a Covered Failure.
- **Appropriate Franchise Dealer** means any dealership which is authorized by the Original Equipment Manufacturer (OEM) to repair or replace the Eligible Keys/Remotes.

**TERMS AND CONDITIONS**

- You must receive a minimum of two (2) sets of working keys and remotes from the Selling Dealer at the time of Vehicle delivery to be eligible to receive Key/Remote Replacement benefits under this Agreement.
- All benefits are available to You up to Your benefit limit, as described throughout this Agreement, without any additional payments. You are responsible for any non-covered expenses.
- The term of this Agreement begins on the Effective Date and continues for the number of years specified in the registration section of this Agreement. In the event no term is indicated, this Agreement will default to a term of one (1) year. The maximum term available is eighty four (84) months.
- This Agreement is non-renewable, and the period during which coverage applies is limited to the term You purchased.
- You will not be required to pay a deductible for this Agreement.
- The Administrator makes every effort to provide service but there are instances where they have no vendor available in Your area. In such an instance, the Administrator reserves the right to make cash settlements in lieu of providing service. Such settlement will be based on market rates for like services in Your general geographic area.
- All of the benefits and services are described herein and are applicable throughout the United States, Canada and Puerto Rico.
- You may obtain a full copy of Our companies privacy notice by sending a written request to the Administrator, Attn: Privacy Notice Department, 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431.
- **THIS IS NOT AN INSURANCE CONTRACT.**

**CLAIM PROCEDURES**

To obtain key/remote replacement benefits under this Agreement, You must comply with the following conditions: (1) ALL KEY/REMOTE REPLACEMENT CLAIMS MUST BE CALLED IN FOR AUTHORIZATION PRIOR TO REPLACEMENT; (2) All claims must be reported as soon as reasonably possible to the Administrator, NIU of Florida, Inc. at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431; 1-888-684-9327, Monday through Friday from 9 a.m. to 8 p.m. eastern time; (3) If You are within a twenty five (25) mile radius of the Selling Dealer, You must return there to have a replacement key/remote cut and programmed. If You are outside of the twenty five (25) mile radius, or if the Selling Dealer is no longer in business, You may go to any Appropriate Franchise Dealer; (4) All non-working keys/remotes must be made available to the dealer for inspection; (5) The Selling Dealer must forward a copy of the original repair order to the Administrator for final payments; (6) The Selling Dealer will be paid once an appropriate repair order is received by the Administrator. You are not responsible for any out of pocket expense other than costs in excess of Your yearly limit of four hundred dollars (\$400) on Plan 1 vehicles or eight hundred dollars (\$800) on Plan 2 vehicles; (7) If it is necessary for You to go to an Appropriate Franchise Dealer, You must call NIU of Florida, Inc. at 1-888-684-9327, Monday through Friday from 9a.m. - 8p.m. eastern time, for prior approval before replacing the key/remote. You are responsible for paying the Appropriate Franchise Dealer for the replacement key/remote and will be reimbursed by the Administrator up to Your Plan limit upon the Administrator's receipt of all repair orders, sales invoices and/or other relevant or appropriate documentation, as may be requested by NIU of Florida, Inc.; (8) The Administrator is solely agreeing to pay the replacement cost for Eligible Keys/Remotes under the terms, conditions, and limitations set forth in this Agreement. The Administrator shall not provide any key(s)/remote(s) itself. Further, the Administrator does not in any way warranty or guaranty, whether express or implied, any replacement key/remote obtained by You and paid for by them.

In the event that the Key/Remote loss occurs after the Administrator's regular business hours or on a weekend and replacement must be effected, You MUST follow these instructions and obtain a proof of loss form online at [www.niuf.com](http://www.niuf.com) or by calling the Administrator on the following business day. All after-hours instructions must be followed to receive reimbursement. If You are within twenty-five (25) miles from the Selling Dealer, You must go to the Selling Dealer for Key/Remote replacement. If You are more than twenty-five (25) miles from the Selling Dealer, or if the Selling Dealer is no longer in business, You may go to any Appropriate Franchise Dealership for Key/Remote replacement. In both cases, You must pay for the replacement Key/Remote and submit documents for reimbursement up to the coverage limit of Your plan. Subsequent to any after-hours replacement, You MUST call NIU of Florida, Inc. at 888-684-9327 the following business day to report Your claim. You MUST complete and return a proof of loss form along with: (a) the original, paid, repair invoice; (b) legible copies of the front and back of Your Agreement; (c) a legible copy of Your Vehicle purchase order and finance agreement; and (d) photos of the damaged Key(s) and/or remote(s). **NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED KEYS/REMOTES PRIOR TO DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**

**EXCLUSIONS**

This Agreement does not cover: a) Any key/remote replaced without the Administrator's prior authorization; b) Any key/remote repair or replacement covered by warranty, recall, or acknowledgement of responsibility issued by the manufacturer of the Eligible Keys/Remotes to be replaced; c) Any consequential damages or losses whatsoever, whether direct or otherwise, resulting from the failure or loss of a replaced key/remote; d) Any damage related to acts of God or acts of war or terrorism; e) Valet keys, or other keys with limited functionality; (f) Any pre-existing conditions or damage.

**CANCELLATIONS**

If this Agreement is cancelled by You within thirty (30) days from the Effective Date, You will receive a refund of the full purchase price, less the amount of any claims paid or payable. If You cancel this Agreement after the first thirty (30) days, You will be refunded on a prorated basis less a twenty five dollar (\$25) cancellation fee and less the amount of any claims paid or payable. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within thirty (30) days of Your written request to cancel the Agreement. The refund will be payable to You or the Lienholder, where applicable. To initiate the cancellation process, You must contact the Selling Dealer or the Administrator. The Administrator may cancel this service contract at any time by mailing written notice of cancellation to You at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. The Administrator is not required to send a written notice of cancellation if they discover one of the following: 1) material misrepresentation by You; 2) failure by You to pay an amount when due; or 3) a substantial breach of duties by the Agreement Holder relating to the covered property or its use.

**TRANSFER**

This Agreement may be transferred by You to a subsequent private purchaser of the Vehicle for the remainder of the original term (dealers excluded). This Agreement is not transferrable to another vehicle. To transfer this Agreement to another owner, You must submit to Us the following within thirty (30) days from the date of sale: a) a letter stating the name and address of the new owner and Your authorization to transfer; b) a copy of the bill of sale showing change in ownership; and c) a money order for twenty five dollars (\$25) payable to the Administrator for the transfer fee.

**OBLIGOR**

Nation Motor Club, LLC. • 800 W. Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327

**ADMINISTRATOR**

NIU of Florida, Inc. • 800 W. Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327

**STATE PROVISIONS**

If a covered service is not provided to You by the provider no later than the sixtieth (60th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the contract is returned to the provider, You may apply for reimbursement directly to the reimbursement insurance company. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle.

This contract does not cover pre-existing conditions.





50 YEARS OF SERVICE

# Tire and Wheel with Curb and Cosmetic

Contract Number  
NRDE13051650

Customer Name	Date Effective	Retail Cost
ERROL E EBANKS	7/2/2021	\$3,727.00
Address		
668 FULTON ST 1		
City/State/Zip		
BROOKLYN	NY	11217
Dealer Information [Name/Address/Phone Number]	(516) 490-5459	Producer Code # 117734
STREAM AUTO OUTLET	324 W MERRICK AVE	VALLEY STREAM 11580
Tire Description, Size & Make		
245/45R19 MICHELIN		
Year, Make, Model, Vehicle Identification Number		
18	BMW	750 WBA7F2C52JG423863
Leinholder Information		
ALLY		

TERM (in months): 84

Please Note: Maximum available term is 84 months

## TIRE & WHEEL (RIM) ROAD HAZARD PROTECTION

This contract provides for the repair or replacement of the Vehicle's tires and wheels which, during the term of this Agreement, become **Unserviceable** due to a **Road Hazard** covered under this contract. **Unserviceable** means that the tire has been punctured or otherwise damaged to the extent that it is unsafe, or that a wheel will no longer hold a seal with its tire. A **Road Hazard** is a condition on a public roadway which should not exist there, such as potholes, nails, glass or other road debris.

- **FLAT TIRES:** You will be reimbursed for the reasonable costs You incur to repair a flat tire caused by a **Road Hazard** while operating the Vehicle on public streets and in a legal manner.
- **TIRE REPLACEMENT:** You will be reimbursed for the reasonable costs You incur to replace a tire, only if a tire covered by this Agreement becomes unrepairable due to damage caused by a **Road Hazard**. This coverage is valid through the tread life of a tire (3/32" or less is excluded) and replacement will be made with a tire of like kind and quality to the original tire. We reserve the right to purchase the replacement tire(s) from a vendor of Our choosing. If We exercise this option, We will ship the tire(s) to the repair facility of Your choosing for installation.
- **WHEELS (RIMS):** You will be reimbursed for the repair or replacement of wheels rendered **Unserviceable** due to a **Road Hazard** covered under this Agreement. We reserve the right to have damaged wheels repaired at Our cost by a service provider of Our choosing. We further reserve the right to replace the damaged wheel at Our cost with a remanufactured wheel of like kind and quality to the wheel that was damaged by the covered **Road Hazard**. We will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
- **MOUNTING AND BALANCING:** You will be reimbursed for the reasonable costs that You incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this Agreement. However, charges for pressure sensing devices, noise mitigation devices, shop supplies, or any other parts not specified in this Agreement are hereby excluded.
- **TAXES:** You will be reimbursed for the cost of local and state taxes, as directed by state agencies for any tire or wheel replaced under this Agreement.

By Your signature below, You acknowledge and agree that Your acceptance of this Agreement is voluntary and is NOT a condition precedent to, or a consideration required to purchase, lease, or obtain financing for a motor vehicle. It is understood by the undersigned that coverage afforded under this contract applies only to any tire or wheel that was on the described Vehicle and that the terms, conditions, procedures and limitations have been explained to me and/or are fully understood. **Fraudulent claims will be prosecuted to the fullest extent of the law.**

Signature (s):  Date 7/2/2021

Customer Initials: E. E.

**AGREEMENT HOLDER RESPONSIBILITIES**

You must maintain proper air pressure in all covered tires. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected demand replacement for the safety of the Vehicle's occupants.

**EMERGENCY TRAVEL EXPENSE**

In the event that Your Vehicle is disabled due to a covered Road Hazard, We will reimburse You for emergency living expenses for up to three (3) days for costs that You incur for local lodging and meals. Maximum coverage is fifty dollars (\$50) per day inclusive while Your Vehicle is being repaired provided that the disablement and repairs occur at least two hundred fifty (250) miles from Your primary residence.

**RENTAL REIMBURSEMENT**

In the event We require an inspection of the Vehicle or if the covered repair/replacement requires the shipment of materials to the repair facility, You will be reimbursed for rental car expenses incurred while the inspection is being performed or while the Vehicle's tires and/or wheels are being repaired/replaced pursuant to this Agreement. We will reimburse You up to fifty dollars (\$50) a day for up to a maximum of three (3) days. Maximum Aggregate is one hundred fifty dollars (\$150) during the term of this Agreement.

**CLAIM PROCEDURES**

**YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OF ANY TIRE, AND/OR PRIOR TO ANY REPAIR OR REPLACEMENT OF ANY WHEEL.** For authorization and instructions please call Our Administrator, NIU of Florida, Inc., at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A proof of loss form will be provided which You MUST complete and return to NIU of Florida, Inc. at 800 W. Yamato Road, Suite 100, Boca Raton, Florida 33431 within thirty (30) days along with the following documentation: a. Front and back copy of this Agreement; b. Original replacement or repair invoice which must reflect: 1) The tread depth of the damaged tire; 2) Whether or not the damaged tire or wheel was repairable, and if not, why not; 3) Whether or not the damage was due to a manufacturer's defect; c. Original receipts for Emergency Travel Expenses or Rental Car, if applicable; and d. Any other information that the Administrator reasonably requests. In the event that both the tire and/or wheel damage occurs after the Administrators regular business hours, or on a weekend, and repairs must be effected, You MUST follow these instructions and obtain a proof of loss form online at [www.niufl.com](http://www.niufl.com) or by calling the Administrator on the following business day. All after-hours instructions must be followed in order to receive reimbursement. Subsequent to after hours repairs/replacements, You must call NIU of Florida, Inc. at 888-684-9327 the next business day to report Your claim. You must complete and return the proof of loss form with the following: (a) the original, paid, repair invoice; (b) legible copies of the front and back of Your Agreement; (c) a legible copy of Your Vehicle purchase order or finance agreement; and (d) photos of the damaged tire(s) and/or wheel(s). **IMPORTANT:** Please note that alloy wheel damage can oftentimes be repaired. In the event that damaged wheels are replaced, Your repair facility must document the reasons why wheel repair was not possible. They should then attempt to obtain a remanufactured wheel to replace the damaged wheel. **NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**

**COSMETIC WHEEL REPAIR & CURB IMPACT REPAIR/REPLACEMENT**

This benefit provides for the repair or replacement of the Vehicle's tires and/or wheels which, during the term of this Agreement, become damaged due to an impact with a curb or other fixed object on or in the roadway. Tires and/or wheels will only be replaced under this section if they are rendered Unserviceable. We will also dispatch service to repair Cosmetic Damage to covered wheels. Cosmetic Damage is defined as direct and accidental damage to the outside face of a covered wheel that does not render the wheel Unserviceable. Coverage applies for damages caused by Road Hazards, or by contact with medians, curbs, parking stops, or other hazards or conditions in the roadway. **Please Note:** Any damage to chrome wheels, wheels with chrome simulation or inserts (i.e. Clad), machined wheels is excluded.

**For Curb Impact Repair/Replacement Claims:** Please refer to the section entitled, "CLAIMS PROCEDURES."

**For Cosmetic Wheel Repair Claims:** You must call NIU of Florida, Inc. at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A service provider will be dispatched to repair Your wheel(s). In the event a technician is not available in Your area, You will be provided with an authorization number and will be reimbursed for the reasonable cost of the wheel repair. All other terms and conditions apply. **Please Note:** Due to aging and variance to the wheel color and texture, it is not always possible to match colors or textures to other wheels. Therefore, an exact color or texture match is not guaranteed and the Administrator is not responsible for any costs, damages or liability in the event that the color or texture does not match.

**TOWING AND ROADSIDE ASSISTANCE**

When arranging for Roadside Assistance, please call 1-866-330-0760. Please reference Your Producer Code and Contract Number (located in the registration section of this Agreement) and Your Plan Letter, "U" You will not be required to pay any additional fee or sum in addition to the contract fee when Your service is for a tow, up to twenty five (25) miles, or other covered service listed below. You are entitled to one (1) free service within a seventy two (72) hour period. Covered services not obtained through Us are limited to a maximum reimbursement amount of fifty dollars (\$50).

- **Towing** - Up to twenty five (25) miles at no out of pocket expense to You. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by You directly to the service provider at the time of service.
- **Emergency Road Service** - Any available road service that is needed to get Your Vehicle running (i.e. hose replacement, tightening of cables or belts etc.). You are responsible for the actual cost of parts and/or supplies needed.
- **Essential Fluids or Supplies Delivery** - Including gasoline, water, oil, or any supplies necessary to send Your Vehicle on its way. You are responsible for the actual cost of fluid or supplies delivered.
- **Flat Tire Changes or Repairs** - Includes changing a flat tire with Your good spare.
- **Emergency Battery Service** - Includes tightening or cleaning of cables, jumpstarts, and minor adjustments to alternator.
- **Lockout Services** - We will send a locksmith if You are accidentally locked out of Your Vehicle. Access to passenger compartment only.

**TERMS AND CONDITIONS**

- Agreement Holder (You, Your) is defined as the person(s) listed in the registration section of this Agreement.
- We, Us, Our means the Obligor.

- **Selling Dealer** means the dealership listed in the registration section of this Agreement.
- **Vehicle** as used throughout this contract means the conveyance listed in the registration section of this Agreement.
- **Commercial Vehicles** are defined as a vehicle in excess of 10,000lbs or any vehicle used in any manner for any commercial purpose. Travel to and from Your regular place of business, and share-the-expense car pools are not considered commercial purpose.
- The term of this Agreement begins on the Effective Date and continues for the number of years specified in the registration section of this Agreement. In the event no term is indicated, this Agreement will default to a term of one (1) year. The maximum term available is eighty four (84) months. This contract is non-renewable, and the period during which coverage applies is limited to the term You purchased.
- You will not be required to pay a deductible for this Agreement.
- The territory includes all fifty (50) United States, Canada and Puerto Rico.
- Eligible vehicles include current model year plus ten (10) years prior.
- The Administrator makes every effort to provide service but there are instances where they have no vendor available in Your area. In such an instance, the Administrator reserves the right to make cash settlements in lieu of providing service. Such settlement will be based on market rates for like services in Your general geographic area;
- You may obtain a full copy of Our company's privacy notice by sending a written request to the Obligor, Attention: Privacy Notice Department, at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431.
- **THIS IS NOT AN INSURANCE CONTRACT.**

#### EXCLUSIONS

This Agreement does not cover: (a) Any damage that occurs outside the United States, Canada or Puerto Rico; (b) Any damage caused by driving on tires that are improperly inflated; (c) Any damage to tires and/or wheels which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer; (d) Any damage to tires and/or wheels transferred from another vehicle subsequent to the effective date of this Agreement; (e) Any damage which is covered by any other Agreement, including warranties issued by the manufacturer; (f) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels; (g) Any damage that is the result of a manufacturer's defect; (h) Any consequential loss or damage whatsoever, including loss, damage, or injury to persons or property resulting from the failure of any of the parts of the Vehicle, the repair or replacement of which are covered under the terms and conditions of this Agreement; (i) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (j) Any repair or replacement that is not pre-authorized; (k) Any loss that is not reported to the Administrator within sixty (60) days from the date the damage occurs; (l) Any damage resulting from off-road use, racing, collision with another vehicle, chain damage, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (m) Commercial Vehicles; (n) Any damage to tires with tread depth of 3/32" or less at the lowest point on the tire; (o) Any damage related to acts of God or acts of war or terrorism; (p) Any wheel constructed of carbon fiber, ceramic, or any material other than steel or aluminum alloy; (q) Any pre-existing conditions or damage.

#### CANCELLATION

If this Agreement is cancelled by the Agreement Holder within thirty (30) days from the Effective Date, the Agreement Holder will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the Agreement Holder cancels this Agreement after the first thirty (30) days, the Agreement Holder will be refunded on a prorated basis less a twenty five dollar (\$25) cancellation fee and less the amount of any claims paid or payable. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within thirty (30) days of Your written request to cancel the Agreement. The refund will be payable to You or the Lienholder, where applicable. To initiate the cancellation process, the Agreement Holder must contact the Selling Dealer or the Administrator. The Administrator may cancel this service contract at any time by mailing written notice of cancellation to You at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. The Administrator is not required to send a written notice of cancellation if they discover one of the following: 1) material misrepresentation by You; 2) failure by You to pay an amount when due; or 3) a substantial breach of duties by the Agreement Holder relating to the covered property or its use.

#### TRANSFER

This Agreement may be transferred by You to a subsequent private purchaser of the Vehicle for the remainder of the original term (dealers excluded). This Agreement is not transferable to another vehicle. The right to cancel this Agreement is not transferable. To transfer this Agreement to another owner, You must submit the following, to the Administrator, within thirty (30) days from the date of sale: a) A letter containing the name and address of the new owner, and Your authorization to transfer; b) A copy of the bill of sale or other evidence showing the change in ownership; c) A check or money order for forty dollars (\$40) payable to the Administrator for the transfer fee.

#### ARBITRATION

In the event that You and the Administrator fail to agree to the amount of a covered loss, or whether coverage is provided under this Agreement, each party hereby agrees to submit the dispute to binding arbitration under the rules of the American Arbitration Association (AAA). Arbitration shall proceed solely on an individual basis without the right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to disputes between You and the Administrator alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. The parties agree that arbitration will be heard by a single arbitrator either by telephone, or in the county of Your residence. For all non-frivolous claims, the Administrator shall pay the arbitrator's fees. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, the arbitrator will be selected by a court of competent jurisdiction, each party to bear its own costs.

#### OBLIGOR

Nation Motor Club, LLC. • 800 W. Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327

#### ADMINISTRATOR

NIU of Florida, Inc. • 800 W. Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327

**STATE PROVISIONS**

If a covered service is not provided to You by the provider no later than the sixtieth (60th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the contract is returned to the provider, You may apply for reimbursement directly to the reimbursement insurance company. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle.

This contract does not cover pre-existing conditions.



**STREAM AUTO OUTLET**  
**324 W MERRICK RD**  
**VALLEY STREAM, NY - 11580**  
**(516) 490-5459**

Date: 07/02/2021

Errol E Ebanks  
668 Fulton  
Apt 1  
BROOKLYN, NY 11217

Dear Applicant,

Thank you for applying to us for vehicle financing. After carefully reviewing your application, we are sorry to advise you that we cannot provide credit to you at this time or that we cannot provide credit on the terms you requested.

You should understand that as a dealer, we generally sell or lease vehicles on credit only if a third party like a bank or finance company will agree to buy the contract from us on terms that are financially acceptable to us. Regrettably, we could not do that in this instance.

If you would like a statement of specific reasons why your application was denied, please contact our Finance Director at the number or address shown above within 60 days of the date of this letter. We will provide you with the statement of the reasons within 30 days after receiving your request. If we provide the reasons to you orally, you have the right to request us to confirm them in writing within 30 days of our receiving your written request to do so. You should also receive letters from the financing sources to which we submitted your credit application giving their reasons for not providing credit to you or not providing credit on the terms you requested.

If we obtained information from a consumer reporting agency as part of our consideration of your application, it is checked and its name, address, and toll-free telephone number is shown below. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

You can find out about the information contained in your file (if one was used) by contacting each consumer reporting agency that is checked below:

☒ Equifax  
P.O. Box 740241  
Atlanta, GA 30374  
(800) 685-1111  
[www.equifax.com](http://www.equifax.com)

☒ Experian  
P.O. Box 2002  
Allen, TX 75013  
(888) 397-3742  
[www.experian.com](http://www.experian.com)

☒ TransUnion  
2 Baldwin Place  
P.O. Box 1000  
Chester, PA 19022  
(800) 888-4213  
[www.transunion.com](http://www.transunion.com)

☒ If this box is checked, we also obtained your credit score from the consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes.

Your credit score: 711

Date: 07/01/2021

Scores range from a low of 250 to a high of 900

Key factors that adversely affected your credit score:

Too many consumer finance company accounts

Too many inquiries last 12 months

Length of time accounts have been established

Number of accounts with delinquency

Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request to us, no later than 60 days after you receive this notice, for disclosure of the nature of the information.

If you have any questions regarding this notice, you can contact us at the phone number or address shown above.

Sincerely,  
**STREAM AUTO OUTLET**

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

**EXHIBIT “E”**

2:28



# Central Valley Stream

July 2 8:13 PM

Edit

#51,980-S7.  
5,727-TTC  
2,895-TTC  
2,286-Key  
1,925-Riv Fee  
5467- Town Entrance  
2,842-Entrance  
~~#40,146~~ 70,467  
62,539.5 Tax  
387. Duv  
#77,107.95  
— 10,000  
67,107.95

# **EXHIBIT “F”**

**Stream Auto Outlet**Date: 7/1/2021Salesperson: Jeff BaqueManager: Jeff Baque**FOR INTERNAL USE ONLY**

<b>CUSTOMER</b>	<u>Errol E Ebanks</u>	Home Phone: <u>(347) 854-2939</u>
	<u>668 fulton st #1</u>	
Address :	<u>BROOKLYN, NY 11217</u>	Work Phone :
	<u>KINGS BR</u>	
E-Mail :	<u>Ebankserrol@yahoo.com</u>	Cell Phone : <u>(347) 854-2939</u>

**VEHICLE**Stock # : 966 New / Used : Used VIN : WBA7F2C52JG423863 Mileage: 40631Vehicle : 2018 BMW 750 Color : BLACKType : i xDrive 4dr All-wheel Drive Sedan 1871

Loan Payments		Estimated	
Cash Down	5,000	<u>10,000</u>	15,000
60 Months	1076	974	872
72 Months	930	842	754
<u>75 Months</u>	901	816	731
* A.P.R. Subject to equity and credit requirements.			

Market Value Selling Price	47,290.00
Discount	800.00
Adjusted Price	46,490.00
After 1995 down	1,995.00
Prep/Destination	3,495.00
Total Purchase	51,980.00
Doc Fee	75.00
Tax	4,613.22
DMV	312.00

**Terms and conditions\*** Advertisd price is balance after \$1995 down. Tax, title, license inspection, destination charges, finance charges, lender fees (if applicable) or dealer prep charges extra. Must finance through dealer to receive ad pricing. with the exclusion of cargurus customers. Every reasonable effort has been made to insure the accuracy of the information contained on this site however absolute accuracy cannot be guaranteed. Please verify any information in question by calling and our friendly staff members can verify. Advertisd price must be presented at INITIAL point of sale.

Customer Approval

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

# **EXHIBIT “G”**



Found in ebankserrol@yahoo.com inbox



**Gustavo Ruiz**

7/26/21

To: Errol Ebanks >

## **Bmw 750 WBA7F2C52JG423863**

After numerous emails and calls to resolve your issue you have opted to not pick up your vehicle off my property. You have opted to speak to the bank and they told you the same, your paperwork clearly states there is no cooling off period but you still don't care nor will you take the time to respond to my emails or return my calls to sit down and go over your concerns.

Without communication my hands are tied so I'm advising that your car will be placed in the street and we will not be responsible for any tickets you incur. I suggest you pick up your car and not make matters worse than they already are. We gain nothing by doing this but your negligence in communication has forced us. Your car will be in front of the dealership and I will repeat myself that we will not be responsible for any summons, damages, towing charges or storage fees. I have given you ample time to come in and speak to me personally but you made the choice not to.

Best regards

&lt; All Inboxes

2 Messages

**Gustavo Ruiz**

7/14/21

To: Errol, Julio, Jeffrey &gt;

**2018 BMW 750  
WBA7F2C52JG423863**

Good afternoon Mr Ebanks! it has come to my attention that you are not happy with your purchase and the terms. I'm sorry to hear that I have reached out to Julio and Jeff to tell you to reach out to me. I would like to sit down and see what your concerns are but I can't do that if you don't return our calls. I also understand that you spoke to the lender and they clearly told you that you own this vehicle, you cannot just return it based on buyers remorse. Dropping off the keys and car doesn't mean you're not legally binded to the vehicle or the loan. I understand your upset and would like to come to a meeting ground somehow please call me so I can try and help. I do not want to be responsible for your car. We have over 200 cars we move around daily and do not want anything to happen. We also don't want to put it in the street but we have to be able to communicate somehow. Please call me at 516-490-5459, If I'm not in the office please make sure you leave me a message with a call back number and I will call you back

< All Inboxes

2 Messages



Found in ebankserrol@yahoo.com Inbox



**Gustavo Ruiz**

To: Errol Ebanks >

7/18/21

## 2018 BMW 750 WBA7F2C52JG423863

Good afternoon Mr Ebanks, I have still not received a response or a phone call regarding this matter. Unfortunately I cannot help if you don't communicate with me. You are giving me no choice in this but to remove your vehicle if you don't communicate with us. I will extend you 3 days to pick up your car otherwise I will put it in the street which I clearly don't want to do but you are not leaving me any choice. Give me a call directly 516-490-5459 or email me back please.

See More



**Errol Ebanks**

8/4/21

Sent from Errol. E Begin forwarded message: F...

# **EXHIBIT “H”**



Cusack, Carol

From: Gustavo Ruiz <gruiz@streamautooutlet.com>  
Sent: Monday, August 30, 2021 9:07 PM  
To: Cusack, Carol  
Subject: Re: Errol Ebanks  
Attachments: doc05557520210830194836.pdf

**Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.**

Good evening, I provided the bill of sale which breaks down the sales tax. I also provided proof that we made numerous attempts in good faith to resolve this issue but I could not get a return call. I have provided the following Bill of Sale (showing sales tax amount)

Registration (proving car was registered and in order to register a vehicle you must pay sales tax.

Title and Lien status showing we filed the lien and she has received title

No Cooling off period agreement signed by customer

acknowledgement agreement signed by customer

rescission letter signed by customer explaining we charge \$50 a day and 25 cents a mile when we take back a vehicle willfully because the lender did not fund the deal, this was not the case this was strictly buyer's remorse.

I truly believe we have been fair throughout the process and should not incur this loss with all considerations taken. Please feel free to contact me if you have any questions or concerns I will also request that I receive my title when I return the refund check, the car is sitting here and depreciating since the customer has the title. I also request all bad reviews be taken down from all platforms. Thank you my number is 646-210-4737 Gus Ruiz



On Mon, Aug 30, 2021 at 8:55 PM Gustavo Ruiz <gruiz@streamautooutlet.com> wrote:

Good evening, I provided the bill of sale which breaks down the sales tax. I also provided proof that we made numerous attempts in good faith to resolve this issue but I could not get a return call. I have provided the following Bill of Sale (showing sales tax amount)

Registration (proving car was registered and in order to register a vehicle you must pay sales tax.

On Mon, Aug 30, 2021 at 10:01 AM Cusack, Carol <ccusack@nassaucountyny.gov> wrote:

August 30, 2021

Good morning Mr. Ruiz,

Please provide me with the documentary evidence that Stream Auto has incurred a loss of \$6253.95 in sales tax and whatever the amount of DMV fees are.

Thank you.

Ms. Cusack

From: Errol Ebanks ebankserrol@yahoo.com  
Subject: Re: Stream auto outlet  
Date: Aug 31, 2021 at 1:46:37 PM  
To: Cusack, Carol ccusack@nassaucountyny.gov

Please give me a call about this situation when your available soon a possible.

Sent from Errol. E

On Aug 31, 2021, at 10:12 AM, Cusack, Carol  
<ccusack@nassaucountyny.gov> wrote:

Good morning Mr. Ebanks,

I have been speaking with Mr. Ruiz about your purchase of the BMW.  
He is correct in stating that you cannot just leave the car and keys with the finance manager and walk away from this deal.  
The car is registered in your name as per the enclosed registration.  
The dealer has paid the sales tax to New York State of \$6253.95. Mr. Ruiz wants his money back and the title, once you receive it.  
Otherwise, he will put the car out on the street since it is legally your vehicle. Don't force him to do something you will regret.  
He also is asking that you remove the bad review from Google.

Sincerely,  
Ms. Cusack

CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

<Stream Auto Outlet response to Errol Ebanks.pdf>



Gustavo Ruiz <gruiz@streamautooutlet.com>

---

**2018 BMW 750 WBA7F2C52JG423863**

1 message

---

Gustavo Ruiz <gruiz@streamautooutlet.com>

Wed, Jul 14, 2021 at 5:01 PM

To: ebankserrrol@yahoo.com, Julio Estrada <jestrada@streamautooutlet.com>, Jeffrey Baque <jbaque@streamautooutlet.com>

Good afternoon Mr Ebanks! It has come to my attention that you are not happy with your purchase and the terms. I'm sorry to hear that I have reached out to Julio and Jeff to tell you to reach out to me. I would like to sit down and see what your concerns are but I can't do that if you don't return our calls. I also understand that you spoke to the lender and they clearly told you that you own this vehicle, you cannot just return it based on buyers remorse. Dropping off the keys and car doesn't mean you're not legally binded to the vehicle or the loan. I understand your upset and would like to come to a meeting ground somehow please call me so I can try and help. I do not want to be responsible for your car. We have over 200 cars we move around daily and do not want anything to happen. We also don't want to put it in the street but we have to be able to communicate somehow. Please call me at 516-490-5459, If I'm not in the office please make sure you leave me a message with a call back number and I will call you back



Gustavo Ruiz <gruiz@streamautooutlet.com>

---

**2018 BMW 750 WBA7F2C52JG423863**

3 messages

---

Gustavo Ruiz <gruiz@streamautooutlet.com>  
To: ebankserrol@yahoo.com

Sun, Jul 18, 2021 at 2:01 PM

Good afternoon Mr Ebanks, I have still not received a response or a phone call regarding this matter. Unfortunately I cannot help if you don't communicate with me. You are giving me no choice in this but to remove your vehicle if you don't communicate with us. I will extend you 3 days to pick up your car otherwise I will put it in the street which I clearly don't want to do but you are not leaving me any choice. Give me a call directly 516-490-5459 or email me back please.

---

Gustavo Ruiz <gruiz@streamautooutlet.com>

Sun, Jul 18, 2021 at 2:03 PM

To: Julio Estrada <jestrada@streamautooutlet.com>, Jeffrey Baque <jbaque@streamautooutlet.com>

This is what I sent to Mr Ebanks  
[Quoted text hidden]

---

Julio Estrada <jestrada@streamautooutlet.com>

Sun, Jul 18, 2021 at 4:08 PM

To: Gustavo Ruiz <gruiz@streamautooutlet.com>

Cc: Jeffrey Baque <jbaque@streamautooutlet.com>

Very nice!  
[Quoted text hidden]





**STREAM AUTO OUTLET**

Gustavo Ruiz <grulz@streamautooutlet.com>

---

**Bmw 750 WBA7F2C52JG423863**

1 message

---

Gustavo Ruiz <grulz@streamautooutlet.com>  
To: ebankserrol@yahoo.com

Mon, Jul 26, 2021 at 8:21 PM

After numerous emails and calls to resolve your issue you have opted to not pick up your vehicle off my property. You have opted to speak to the bank and they told you the same, your paperwork clearly states there is no cooling off period but you still don't care nor will you take the time to respond to my emails or return my calls to sit down and go over your concerns. Without communication my hands are tied so I'm advising that your car will be placed in the street and we will not be responsible for any tickets you incur. I suggest you pick up your car and not make matters worse than they already are. We gain nothing by doing this but your negligence in communication has forced us. Your car will be in front of the dealership and I will repeat myself that we will not be responsible for any summons, damages, towing charges or storage fees. I have given you ample time to come in and speak to me personally but you made the choice not to. Best regards



STREAM AUTO OUTLET

Gustavo Ruiz <gruiz@streamautooutlet.com>

---

**2018 BMW 750 WBA7F2C52JG423863**

3 messages

---

Gustavo Ruiz <gruiz@streamautooutlet.com>  
To: ebankserr01@yahoo.com

Sun, Jul 18, 2021 at 2:01 PM

Good afternoon Mr Ebanks, I have still not received a response or a phone call regarding this matter. Unfortunately I cannot help if you don't communicate with me. You are giving me no choice in this but to remove your vehicle if you don't communicate with us. I will extend you 3 days to pick up your car otherwise I will put it in the street which I clearly don't want to do but you are not leaving me any choice. Give me a call directly 516-490-5459 or email me back please.

---

Gustavo Ruiz <gruiz@streamautooutlet.com>

Sun, Jul 18, 2021 at 2:03 PM

To: Julio Estrada <jestrada@streamautooutlet.com>, Jeffrey Baque <jbaque@streamautooutlet.com>

This is what I sent to Mr Ebanks  
(Quoted text hidden)

---


Julio Estrada <jestrada@streamautooutlet.com>

Sun, Jul 18, 2021 at 4:08 PM

To: Gustavo Ruiz <gruiz@streamautooutlet.com>  
Cc: Jeffrey Baque <jbaque@streamautooutlet.com>

Very nice!  
(Quoted text hidden)



 **DONT PEEL STICKER FROM FRONT . SEE BACK!**

**Keep this document to show to the police and courts.**



HS868205



\*NYMA\*

WBA7F2C52JG423863  
2018 BMW 4DSD  
KPG5077 PAS 2 X

07/01/23

**7 23**



NEW YORK STATE REGISTRATION DOCUMENT

X PAS  
KPG5077

2018 BMW NONTRANSFERABLE  
4DSD BK WBA7F2C52JG423863  
004623 G 8 HS868205 JUL 02 2021

Vehicle

LXL BTS2E6

EBANKS, ERROL, E  
668 FULTON ST 1  
BROOKLYN NY 11217

Expires 07/01/23

\*NYMA\*  
41.75

HS868205

VOID IF ALTERED EXCEPT FROM ADDRESS



243.50

ANNUAL CRF  
AND FUEL TAXATION



Department of Motor Vehicles

**Check Title or Lien Status**

Your search returned 1 result of 1 found.

Confirm that the VIN, model year and make listed below are for your vehicle and match your vehicle's [registration document](#).

**Please Note:**

- If this is NOT the correct vehicle, return to the previous screen and verify your entries. If you entered all information correctly and still see the wrong vehicle, [contact the Title Services Bureau](#).
- If you recently ordered a duplicate title, allow one to two weeks from the Title Issue Date to receive your title in the mail.
- If your lien is not listed, read [information about how to record a lien](#).

**Your Title or Lien Status Information is Below:**

**VIN Number:** WBA7F2CS2JG423863

**Model Year:** 2018

**Vehicle Make:** BMW

**Title Issuance Date:** 00000000

**Number of Liens:** 01

**Lienholder:**

Ally Financial  
Po Box 8138  
Cockeysville MD 21030

**Lien Status:** Pending

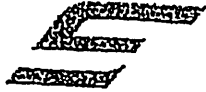
This lien has been filed with the DMV. DMV has not yet issued a title with this lien listed. If the lien filing meets DMV requirements, the DMV will issue a new title with the lien listed.

[DMV Home](#)

**Quick Links:**

[Receive Email / Text](#)  
[Reminders](#)  
[Military Veteran Resources](#)  
[Register to Vote](#)  
[Register as an Organ Donor](#)

[E-ZPass](#)  
[Privacy & Security](#)  
[Translation Disclaimer](#)



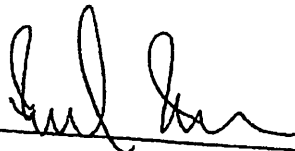
STREAM AUTO OUTLET

• 324 W Merrick Road • Valley Stream, NY 11580 • (516) 490-5459  
[www.streamautooutlet.com](http://www.streamautooutlet.com)

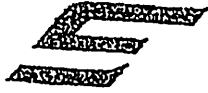
ACKNOWLEDGMENT

I Errol E Banks

\_\_\_\_\_ hereby  
acknowledge on this 2nd day of  
July 2021, that I have read all of the signed documents concerning  
the purchase or lease of a vehicle from STREAM AUTO OUTLET including, but not  
limited to, the bill of sale, retail installment contract, purchase agreement and any  
riders thereto, delivery receipt and instant delivery condition, and that all of the  
foregoing documents were complete with all relevant information prior to my  
execution thereof. I further acknowledge that I understood all of the information  
prior to executing the documents and, accordingly, I hereby waive any claims  
arising out of or relating to an allegation that I executed incomplete documents.

X   
Buyer

X \_\_\_\_\_  
Co-buyer



## STREAM AUTO OUTLET

• 324 W Merrick Road • Valley Stream, NY 11580 • (516) 490-5459  
[www.streamautooutlet.com](http://www.streamautooutlet.com)

### Rescission Letter

Dealer & Customer have entered into a written agreement for the sale of 2016 BMW 750X (The Vehicle).

With VIN#: WBA7F2C52J6423863

The Dealer has permitted the Customer(s) to take possession of the said vehicle prior to securing financing subject to the term of this agreement. If the lending Institution fails or refuses to take an assignment of the agreement or otherwise se provide customer financing to the Customer(s), Upon rescission Dealer and Customer(s) agree to return each other to the position they were Immediately before the agreement was signed. Customer agrees to promptly return the Vehicle to the Dealer, and Dealer agrees to return any trade in vehicle and refund all consideration received from the Customer, subject to the following adjustments:

- The dealer will reduce the refund by \$50.00 per day plus \$0.25 per mile for the customer's use of the vehicle.
- The dealer will reduce the refund by the amount of any damage or excess wear and tear.
- If Customers trade in a vehicle and the trade in has been sold, Dealer will increase the refund by the appraised wholesale value of the trade unless any liens or encumbrances that have been paid by the Dealer.

Dealer: STREAM AUTO OUTLET

BUYER SIGNATURE

7/2/21  
DATE

CO-BUYER SIGNATURE



## STREAM AUTO OUTLET

• 324 W Merrick Road • Valley Stream, NY 11580 • (516) 490-5459  
[www.streamautooutlet.com](http://www.streamautooutlet.com)

### NO COOLING OFF PERIOD

STATE LAW DOES NOT PROVIDE A "COOLING OFF" OR CANCELLATION PERIOD FOR THE SALE. AFTER YOU SIGN YOUR CONTRACT, YOU MAY ONLY CANCEL IT IF THE SELLER AGREES OR FOR LEGAL CAUSE. YOU CANNOT CANCEL THIS CONTRACT SIMPLY BECAUSE YOU CHANGED YOUR MIND.

CUSTOMER SIGNATURE

CO-SIGNER SIGNATURE



8:17



## Transaction Details

\$10,300<sup>00</sup>

Posted on Sunday, July 4, 2021

STREAM AUTO OUTLET



Appears on your statement as:  
Debit Card Purchase - STREAM AUTO  
OUTLET VALLEY STREA NY



Report a Problem



Home



Profile

# **EXHIBIT “B”**


USED

GET PRE-APPROVED

FINANCE

APPRAISE YOUR VEHICLE NOW

powered by edmunds





**Used 2018 BMW 7 Series 750i xDrive Sedan**


Body Style: Sedan  
Model Code: 1871  
Engine: Twin Turbo Premium Unleaded V-8 4.4 L/268  
Transmission: Automatic  
Drive Type: AWD  
Ext. Color: Black Sapphire Metallic  
Int. Color: Black  
Mileage: 40,631  
Stock #: 966  
VIN: WBA7F2C52JG423863

City 16 Hwy 25

MPG Disclaimer: \*Based on 2018 EPA mileage and driving range ratings. Use for comparison purposes only. Your MPG/MPG and driving range will vary depending on driving conditions, how you drive and maintain your vehicle, battery age/condition, and other factors.

KBB Market Price: \$51,990  
Stream Auto Discount: -\$5,005  
Selling Price: **\$46,985**

**Explore Financing** 

Finance The Car

Check Availability

**GET PRE-QUALIFIED IN SECONDS!**  
**WILL NOT IMPACT YOUR CREDIT SCORE**  
**APPLY HERE**

TEXT US

Send to My Phone

\*Please contact dealer to verify price, options, and other vehicle details.

Call: 516-490-5459

Hover to zoom

STREAM AUTO OUTLET

STREAM AUTO OUTLET

Payment Calculator

Price	Down Payment	A.P.R.	Term	Est Monthly Pmt
\$46,985	\$30,995	5.9	48 Months	\$374

Reset

# **EXHIBIT “C”**

**LAW 553-NY-B-A-e 10/18****RETAIL INSTALMENT CONTRACT  
SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)**

Dealer Number 0000029137 Contract Number 1107394387

Buyer Name and Address (Including County and Zip Code) <b>ERROL E EBANKS</b> 668 FULTON ST #1 BROOKLYN, KINGS, NY 11217	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) <b>STREAM AUTO OUTLET</b> 324 W MERRICK RD VALLEY STREAM, NY 11580-5344
---	---	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2018	BMW 7 SERIES	WBA7F2C52JG423863	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input checked="" type="checkbox"/> agricultural <u>N/A</u>

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
10.19 %	\$ 24,284.05	\$ 67,107.95	\$ 91,392.00	\$ 101,392.00

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X Errol E BanksCo-Buyer Signs X N/A**Your Payment Schedule Will Be:**

(e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
75	1,218.56	Monthly beginning 08/16/2021
One Final Payment Of	\$ N/A	On N/A

Or As Follows: N/A

**GAP Waiver Notice**

☒ If this box is checked, and if the vehicle is a total loss because it is confiscated, damaged, or stolen, you will not be liable for the gap amount. The gap amount is the excess, if any, of (1) the amount you would owe under this contract as of the date of loss if the vehicle were not a total loss and you were to prepay the contract in full (less any refunds we get for cancelling optional insurance, maintenance, service or other contracts), over (2) the sum of (a) any past due payments and other amounts due because you broke promises in this contract and (b) the actual cash value of the vehicle immediately before the loss.

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 1.00 or 5 % of the part of the payment that is late, whichever is greater.

**Prepayment.** If you pay early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**WARRANTIES**

The following paragraph does not affect any warranties covering the vehicle that the manufacturer may provide or limit any rights you may have under the Lemon Laws or, for used vehicles, under the certificate of serviceability that was included in your purchase contract. The following paragraph also does not apply if the vehicle is a used vehicle you bought in New York City.

Unless the Seller makes a written warranty or enters into a service contract within 90 days of the date of this contract, the Seller makes no warranties on the vehicle. Making no warranties means that you get no express warranties, and no implied warranties of merchantability or fitness for a particular purpose.

The following notice only applies to used vehicles bought in New York City:

**IMPORTANT NOTICE TO BUYER**

- (A) STATE LAW REQUIRES THAT SELLERS OF SECOND-HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
- (B) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
- (C) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.
- (D) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004. COMPLAINT PHONE: (212) 639-9675.

## ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 6,253.95 sales tax) \$ 71,253.95 (1)

2 Total Downpayment =

Your trade-in is a N/A Year N/A Make N/A Model N/A Vehicle Identification No. N/A

Gross Trade-In Allowance \$ N/A

Less Prior Credit or Lease Balance (e) \$ N/A

Equals Net Trade In \$ 10,000.00

+ Cash \$ N/A

+ Other N/A \$ N/A

+ Other N/A \$ 10,000.00 (2)

(If total downpayment is negative, enter "0" and see 4 below) \$ 61,253.95 (3)

3 Unpaid Balance of Cash Price (1 minus 2)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance

Paid to Insurance Company or Companies

Life \$ N/A

Disability \$ N/A

B Vendor's Single Interest Insurance Paid to Insurance Company \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Fees Paid to Government Agencies

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

E Government Taxes Not Included in Cash Price \$ N/A

F Government License and/or Registration Fees \$ 275.00

STATE \$ N/A

G Government Certificate of Title Fees \$ N/A

H Government Waste Tire Management Fee \$ N/A

I Other Charges (Seller must identify who is paid and describe purpose)

to N/A for Prior Credit or Lease Balance (e) \$ N/A

to STATE for VEHICLE INSPECTION FEE \$ 37.00

to DEALER for DOCUMENTATION FEE \$ 75.00

to PREMIER for SERVICE CONTRACT \$ 5,467.00

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 5,854.00 (4)

5 Amount Financed (3 + 4) \$ 67,107.95 (5)

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:  
Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/ACredit Disability \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

## Other Optional Insurance

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

☒ N/A Buyer Signature N/A Date

☒ N/A Co-Buyer Signature N/A Date

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.**

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Returned Check Charge: You agree to pay a charge of \$ 20 if any check you give us is dishonored.



**NO COOLING OFF PERIOD UNLESS YOU HAVE A CONTRACT CANCELLATION OPTION**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales. It also does not apply if you buy a used vehicle from a Seller-Creditor located in New York City and you did not decline your option to cancel. The laws of New York City provide a two-day cancellation option if you buy a used vehicle. This cancellation option is subject to certain conditions. See the NYC Used Car Contract Cancellation Option agreement for details.

- ☐ If checked, your last installment payment under this contract is a balloon payment ("Balloon Payment"). You have the option to do one or more of the following, as checked, at the time the Balloon Payment is due
- a) ☐ You may pay your Balloon Payment when due.
  - b) ☐ You may refinance the Balloon Payment. See paragraph 1.e. below for details.
  - c) ☐ You may sell the vehicle back to us. See paragraph 1.e. below for details. If you exercise this option, \$ N/A per mile for each mile in excess of N/A miles shown on the odometer will be deducted from the sale price. The sale price will also be adjusted for excess wear and use as provided in paragraph 1.e.

**Trade-In Payoff Agreement:** Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 2 of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate. If the actual payoff amount is more than the amount shown in 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 2 Seller will refund to you any overage Seller receives from your prior lienholder or lessor.

Buyer Signature X N/A

Co-Buyer Signature X N/A

**OTHER IMPORTANT AGREEMENTS****1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Balloon Payment Options.** Your Balloon Payment is due and payable as disclosed above. Because the contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked above, you have the following options.

**Pay in Full.** You may pay the Balloon Payment in full when due.

**Refinance.** You may refinance the Balloon Payment unless you are in default under the contract. If we have advanced funds to cure any default, you must pay us back before the refinancing. You also must provide proof of insurance acceptable to us before the refinancing. The annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same as in this contract if the refinanced amount will be

fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment amount will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. If you wish to refinance, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance the Balloon Payment at the time the Balloon Payment is due, we will provide you with the disclosures required under the federal Truth in Lending Act in the agreement to refinance we make with you. Both you and we must sign the agreement to refinance.

**Sell Back.** You may sell the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use, as described on this page. You must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Balloon Payment due date. After the inspection, if you decide to sell the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows no liens other than our lien, transferring ownership to us or a person we select. After the inspection, if you decide not to sell the vehicle to us, you must immediately contact us and tell us whether you want to pay or refinance the last installment payment.

You must pay us the excess mileage fee shown above. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:

- Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.
- Repair all mechanical defects.
- Repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.

## 2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** The following paragraph does not apply if the box in the GAP Waiver Notice on page 1 of this contract is checked.

You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing. The terms and conditions of your liability if the vehicle is damaged, destroyed, or missing are described in a separate document you sign. The document is a part of this contract.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle, or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

- c. **Security Interest.**

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once subject to any right you have to reinstate the contract for less (see below). Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Prepaid Finance Charge and the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs as permitted by law. The maximum attorney's fee you will pay will be 15% of the amount you owe.

- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back. If two things are true, you have the right to get the vehicle back by paying all past due payments, any late charges, and any expenses we incurred related to retaking the vehicle, holding it, and preparing it for sale (reinstate). First, you must have bought the vehicle primarily for personal, family, or household use. Second, your only default is a failure to pay an instalment payment on time. Otherwise, we will tell you how much to pay to get the vehicle back. Your right to get the vehicle back ends when we sell it.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**4. SERVICING AND COLLECTION CONTACTS**

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

- 5. Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
- Spanish Translation:** Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**Electronic Contracting and Signature Acknowledgment.** You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

**6. APPLICABLE LAW**

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**ARBITRATION PROVISION**  
**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 ([www.adr.org](http://www.adr.org)), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.



**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X End Date Co-Buyer Signs X N/A  
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
See the rest of this contract for other important agreements.

**NOTICE TO BUYER:** 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of the agreement. 3. Under the law, you have a right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. 4. According to law, you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision on page 5, before signing below. You confirm that you received a completely filled-in copy when you signed it.

**RETAIL INSTALMENT CONTRACT**

Buyer Signs X End Date Date 07/02/2021 Co-Buyer Signs X N/A Date N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A

Seller signs STREAM AUTO OUTLET

Date 07/02/2021

Address

N/A

By X

Title F&I

Copy

In view of the foregoing, it is respectfully submitted that the motion should be denied.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 8/25/22

  
Signature, Pro Se Plaintiff


Errol Ebanks  
Name

668 Fulton St,  
Address

Brooklyn Ny 11217

OR:

Sworn to me before this  
25 day of August, 2022

  
Notary Public

JOSEPHINE BOURNE  
Notary Public, State of New York  
No. 04BO6325374  
Qualified in Kings County  
Commission Expires May 16, 2024

  
Signature, Pro Se Plaintiff

Errol Ebanks  
Name

668 Fulton St,  
Address

Brooklyn Ny 11217

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

X

Affirmation of Service

Errol Ebanks Plaintiff,

-against-

2:22 CV 02350 (JS) SIL

Defendants.

Gustavo Ruiz, Carlos Rivera, Stream Auto outlet

I, Errol Ebanks, declare under penalty of perjury that I  
have served a copy of the attached affirmation/affidavit in  
opposition to defendant's motion upon: \_\_\_\_\_

whose address is 3000 Marcus Avenue, Suite 3W8  
Lake Success, NY 11042-1073

Dated: 8 / 25 / 22  
\_\_\_\_\_, New York

Errol Ebanks  
\_\_\_\_\_  
Signature

668 Fulton Street  
\_\_\_\_\_  
Address

Brooklyn, NY, 11217  
\_\_\_\_\_  
City, State & Zip code

347-854-2939  
\_\_\_\_\_  
Telephone

*Sworn to before me on the  
25 day of August 2022*

Josephine Bourne  
\_\_\_\_\_  
JOSEPHINE BOURNE  
Notary Public, State of New York  
No. 04BO6325374  
Qualified in Kings County  
Commission Expires May 26, 2023



ERROL EBANKS  
(347) 354-2939  
THE UPS STORE #6949  
49 FLATBUSH AVE  
BROOKLYN NY 11217-1101

RECEIVED  
IN CLERKS OFFICE  
U.S. DISTRICT COURT EDNY  
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SHIP HON JOANNA SEYBERT, U.S.DJ.  
TO: USDC EASTERN DISTRICT OF NY  
COURTROOM 1030  
100 FEDERAL PLZ

CENTRAL ISLIP NY 11722-4438

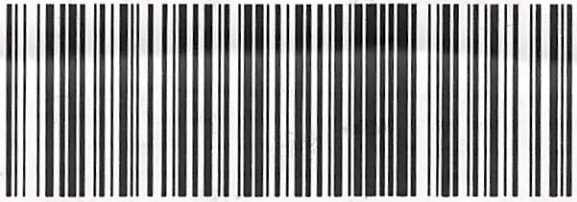


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